



# भारत का राजपत्र

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No. 10]

NEW DELHI, MARCH 4—MARCH 10, 2012, SATURDAY/PHALGUNA 14—PHALGUNA 20, 1933

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

### कार्यिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्यिक और प्रशिक्षण विभाग)

नई दिल्ली, 29 फरवरी, 2012

का. आ. 910.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उत्तर प्रदेश राज्य सरकार, गृह (पुलिस) अनुभाग-4, लखनऊ के दिनांक 14 जनवरी, 2012 के आदेश संख्या 01, सीबीआई/ VI-पी-4.2012 के द्वारा प्राप्त सहमति से श्री माहिल जैदी सुपुत्र श्री बरकत अलि जैदी, निवासी ए-ब्लॉक, पॉकेट -डी, टाईप -2, आफिसस कालोनी, बसंत कुंज, नई दिल्ली की मूल्य के संबंध में भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) के अधीन धारा 306 के अंतर्गत पुलिस स्टेशन आशियाना, जिला लखनऊ (उत्तर प्रदेश) में पंजीकृत अपराध सं. 409/2011 का तथा उपर्युक्त उल्लिखित अपराध के संबंध में या उससे संबद्ध प्रयास, दुष्क्रेणा तथा षड्यंत्र तथा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उद्भूत कोई अन्य अपराध/अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार सम्पूर्ण उत्तर प्रदेश राज्य के सम्बन्ध में करती है।

[फा. सं. 228/06/2012-एवीडी-II]

राजीव जैन, अवर सचिव

## MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 29th February, 2012

**S.O. 910.**—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Uttar Pradesh, Home (Police) Section-4, Lucknow vide Order No. 01 C.B. I./VI-P-4-2012 dated 14th January, 2012, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for investigation of Case Crime No. 409/2011 under Section 306 of the Indian Penal Code, 1860 (Act No. 45 of 1860) registered at Police Station Ashiana, District Lucknow (Uttar Pradesh) relating to death of Shri Sahil Zaidi S/o Shri Barakat Ali Zadi, R/o A-Block, Pocket-D, Type-2, Officer's Colony, Basant Kunj, New Delhi and attempt, abetment and conspiracy in relation to or in connection with the above mentioned offence and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[No. 228/06/2012-AVD-II]

RAJIV JAIN, Under Secy.

## मुख्य आयकर आयुक्त का कार्यालय

पुणे, 14 फरवरी, 2012

**का. आ. 911.**—आयकर अधिनियम, 1961 (1961 के 43) की धारा 120 की उप-धारा (1) और (2) के द्वारा मुझे दिए गए प्रदत्त व्यक्तियों का प्रयोग करते हुए और भारत सरकार, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली अधिनियम संख्या 7842 की फाइल संख्या में 279/17/88-आई टी जे/एस ओ 361 (ई) दिनांक 30 मार्च, 1988 और आयकर आयुक्त (अपील्स) (आई टी ए टी और टी पी) पुणे के प्रभार के निर्माण को ध्यान में रखते हुए, दिनांक 12-01-2012 के बोर्ड के आदेश संख्या 9 के द्वारा, मैं, मुख्य आयकर आयुक्त, पुणे एवं द्वारा आयकर आयुक्तों (अपील्स)-I से V, पुणे के क्षेत्राधिकार पर पूर्ववर्ती अधिसूचना में आंशिक संशोधन करते हुए निर्देश देता हूँ।

(1) कि आयकर आयुक्त (अपील्स) यहाँ पर संलग्न सूची के स्तंभ (2) में उल्लिखित उनका मुख्यालय उक्त सूची के स्तंभ (3) के जगह पर तदनुसार उल्लिखित, अपीलों संबंधी शक्तियों का प्रयोग तथा कार्य का पालन करेंगे, जो स्तंभ (5) में उल्लिखित व्यक्तियों के अधिवा व्यक्तियों के समूहों द्वारा दायर आयकर प्राधिकारियों के क्षेत्राधिकार के अंतर्गत सम्प्रिलिप्त हेतु स्तंभ (4) में उल्लिखित है।

(2) कि आयकर आयुक्त (अपील्स)-I से V, पुणे सूची के स्तंभ (5) में उल्लिखित अपीलों के बारे में शक्तियों का प्रयोग तथा कार्य का पालन नहीं करेंगे।

## अनुसूची

क्र.सं.	पदनाम	मुख्यालय	आयकर प्राधिकारी का क्षेत्राधिकार	अपील्स
1	2	3	4	5
I.	आयकर आयुक्त (अ) (अ. क. और टीपी)	पुणे	(i) आयकर निदेशक (अ. क.), पुणे  (ii) आ.आ.-I, पुणे आ. आ. II, पुणे आ. आ. III, पुणे आ. आ. IV, पुणे आ. आ. V, पुणे	आयकर निदेशक (आय टी), पुणे प्रभार के अधीन निर्धारण अधिकारियों द्वारा आदेशितों से निर्मित सभी अपील्स, संवर्ग नियंत्रक मुख्य आयकर आयुक्त (संवर्ग नियंत्रक प्राधिकारी), नागुपर के अधीन निर्धारण अधिकारियों के अलावा।  आयकर आयुक्त-I, पुणे आयकर आयुक्त-II, पुणे आयकर आयुक्त-III, पुणे, आयकर आयुक्त-IV, पुणे, आयकर आयुक्त-V पुणे प्रभार के अधीन कार्यरत निर्धारण अधिकारियों द्वारा पारित आदेशों से निर्मित सभी अपील्स, जहाँ पर आय तथा नुकसान विवरणों में कोई भिन्नता हो, जो निर्धारिती के लिए निर्धारण अधिकारी द्वारा

निर्धारण में पक्षपात हो जो आयकर अधिनियम की धारा 92 सी (3) के अधीन असन्नीकट कीमत हो ।

2. यह अधिसूचना तत्काल प्रभाव से लागू होगी ।

[सं. पुणे/सी सी/समन्वयन/301/1/1/2011-12]

एस. जी. जोशी, मुख्य आयकर आयुक्त

**OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX, PUNE**

Pune, the 14th February, 2012

S.O. 911.—In exercise of the powers conferred on me by sub-sections (1) and (2) of Section 120 of the Income-tax Act, 1961 (43 of 1961), and by Government of India, Central Board of Direct Taxes, New Delhi, Notification No. 7842 in F. No. 279/17/88-ITJ/S.O. 361(E), dated 30th March, 1988, and in view of the creation of the charge of the Commissioner of Income Tax (Appeals) (IT & TP), Pune vide Board's Order No. 9 of 2012 dated 12-01-2012, I, the Chief Commissioner of Income Tax, Pune, hereby direct, in partial modification of earlier notification's on jurisdiction of the Commissioners of Income Tax (Appeals) I to V, Pune,

- (i) that the Commissioner of Income Tax (Appeals) specified in Column (2) of the Schedule hereto annexed, having headquarters at the place specified in the corresponding entry in column (3) of the said Schedule, shall exercise the powers and perform the functions in respect of the appeals specified in column (5) filed by the persons or classes of persons falling within the jurisdiction of the Income Tax authorities specified in column (4).
- (ii) that the Commissioners of Income Tax (Appeals) I to V, Pune shall not exercise the powers and perform the functions in respect of the appeals specified in column (5) of the Schedule.

**SCHEDULE**

S. No.	Designation	Head Quarters	Jurisdiction of the Income Tax Authority	Appeals
1	2	3	4	5
1.	Commissioner of Income Tax (Appeals) (IT & TP), Pune	Pune	(i) Director of Income Tax (International Taxation), Pune  (ii) CIT-I, Pune/CIT-II, Pune/CIT-III, Pune/CIT-IV, Pune/CIT-V, Pune.	All appeals arising out of the orders of the Assessing Officers under the charge of DIT (IT), Pune other than the Assessing Officers under the Cadre Control of CCIT (CCA), Nagpur.  All appeals arising out of orders passed by the Assessing Officers under the charges of CIT-I, Pune; CIT-II, Pune; CIT-III, Pune; CIT-IV, Pune and CIT-V, Pune where there is any variation in the income or loss returned which is prejudicial to the interest of the assessee on account of determination by the Assessing Officers of the arm's length price u/s 92C(3) of the Income-tax Act.

2. This notification shall come into force with immediate effect.

[No. PN/CC/Coord/301/1/1/2011-12]

S. G. JOSHI, Chief Commissioner of Income Tax

## वित्त मंत्रालय

(व्यव विभाग)

(महालेखा नियंत्रक कार्यालय)

नई दिल्ली, 16 फरवरी, 2012

का. आ. 912.— पूर्व आदेशों का अधिक्रमण करते हुए महालेखा नियंत्रक ने श्री एम. प्रान कोनचाड़ी, संयुक्त महालेखा नियंत्रक को सूचना का अधिकार अधिनियम, 2005 के उद्देश्य के लिए अपील प्राधिकारी के रूप में मनोनीत किया है। श्री एच. के. श्रीवास्तव, उप महालेखा नियंत्रक, के रूप में कार्य करते रहेंगे।

अपील प्राधिकारी के रूप में श्री एम. प्रान कोनचाड़ी, संयुक्त महालेखा नियंत्रक और केंद्रीय लोक सूचना अधिकारी के रूप में श्री एच. के. श्रीवास्तव, उप महालेखा नियंत्रक का कार्यालय और आवासीय पता निम्नानुसार हैं :—

श्री एम. प्रान कोनचाड़ी, संयुक्त महालेखा नियंत्रक

श्री एच. के. श्रीवास्तव उप महालेखा नियंत्रक

## कार्यालय पता :—

वित्त मंत्रालय, व्यव विभाग,  
महालेखा नियंत्रक कार्यालय,  
कमरा नं. 701, 7वां तल, लोकनायक भवन,  
खान मार्किट, नई दिल्ली-110003  
फोन नं. 246224614  
फैक्स नं. 24624614  
ई-मेल: phonchady @ hotmail.com

## आवासीय पता :—

जे-5ए, ग्रीन पार्क एक्सटेंशन,  
नई दिल्ली-110016

## कार्यालय पता :—

वित्त मंत्रालय, व्यव विभाग,  
महालेखा नियंत्रक कार्यालय,  
कमरा नं. 711, 7वां तल, सी-विंग लोकनायक भवन,  
खान मार्किट, नई दिल्ली-110003  
फोन नं. 011-24641731  
ई-मेल: kumar hmm@yahoo. co. in  
आवासीय पता :—  
आई-606, एसपीएस रेजीडेंसी  
18-बी, वैधव खंड, इंदिरापुरम  
गाजियाबाद, उत्तर प्रदेश- 201012  
फोन : 0120-2276058

[सं. ए-28015/2007/एमएफसीजीए/आरटीआई/प्रशासन/63/1056/1928]

जयदीप मिश्रा, उप महालेखा नियंत्रक (प्रशासन)

**MINISTRY OF FINANCE**  
(Department of Expenditure)  
(Office of Controller General of Accounts)

New Delhi, the 16th February, 2012

S.O. 912.—In supersession of previous orders, Controller General of Accounts has designated Shri M. Pran Konchady, Joint Controller General of Accounts as the Appellate Authority for the purpose of Right to Information Act, 2005, Sh. H. K. Srivastav, Dy. Controller General of Accounts, shall continue to remain as Central Public Information Officer (CPIO) for the purpose of RTI Act, 2005 in respect of the Office of Controller General of Accounts.

The office and residential address of Shri M. Pran Konchady, Jt. CGA as Appellate Authority and Sh. H. K. Srivastav Dy. CGA as CPIO are as under :—

Sh. M. Pran Konchady,  
Joint Controller General of Accounts

Sh. H. K. Srivastav  
Dy. Controller General of Accounts

## Office Address :—

Ministry of Finance,  
Department of Expenditure,  
Controller General of Accounts,  
Room No. 701, 7th Floor, Lok Nayak Bhawan,

## Office Address :—

Ministry of Finance,  
Department of Expenditure,  
O/o Controller General of Accounts,  
Room No. 711, 7th Floor, C-Wing, Lok Nayak Bhawan,

Khan Market, New Delhi - 110003  
 Tel. No. 24624614 Fax No. 24624614  
 Email : pkonchady @ hotmail. com

**Residential Address :—**

J-5 A, Green Park Extension,  
 New Delhi - 110016

Khan Market, New Delhi - 110003  
 Tel. No. 011-24641731  
 Email : kumar hmm@yahoo. co. in

**Residential Address :—**

I- 606, SPS Residency  
 18-B, Vaibhav Khand, Indirapuram, Ghaziabad,  
 Uttar Pradesh- 201012  
 Tel.-0120-2276058

[No. A-28015/2007/MFCGA/RTI/.Admn./63/1056/1928]

JAIDEEP MISHRA, Dy. Controller General of Accounts (Admn.)

( विनीय सेवाएं विभाग )

नई दिल्ली, 23 फरवरी, 2012

का. आ. 913.— राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतदद्वारा, देना बैंक के महाप्रबंधक श्री तिलक राज चावला (जन्म तिथि 01-05-1954) को 01-04-2012 को या उसके बाद उनके पदभार ग्रहण करने की तारीख से 30-04-2014 तक अर्थात् उनकी अधिवर्षिता की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, इलाहाबाद बैंक के कार्यपालक निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/5/2010-बीओ-1]

विजय मल्होत्रा, अवर सचिव

(Department of Financial Services)

New Delhi, the 23rd February, 2012

**S.O. 913.**—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, in consultation with Reserve Bank of India, hereby appoints Shri Tilak Raj Chawla (DoB : 01-05-1954), General Manager, Dena Bank as Executive Director, Allahabad Bank with effect from the date of his taking over charge of the post on or after 01-04-2012 till 30-04-2014, i. e. the date of his superannuation or until further orders, whichever is earlier.

[F. No. 4/5/2010-BO-1]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 1 मार्च, 2012

का. आ. 914.— राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतदद्वारा, कॉर्पोरेशन बैंक के महाप्रबंधक श्री सी. वी. आर. राजेन्द्रन (जन्म तिथि 08-04-1955) को उनके पद भार ग्रहण करने की तारीख से 30-04-2015 तक अर्थात् उनकी अधिवर्षिता की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, बैंक ऑफ महाराष्ट्र के कार्यपालक निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/5/2010-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 1st March, 2012

**S.O. 914.**—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, in consultation with Reserve Bank of India, hereby appoints Shri C.V.R. Rajendran (DoB : 08-04-1955),

General Manager, Corporation Bank as Executive Director, Bank of Maharashtra with effect from the date of his taking over charge of the post till 30-04-2015, i. e. the date of his superannuation or until further orders, whichever is earlier.

[F. No. 4/5/2010-BO-I]

VIJAY MALHOTRA, Under Secy.

**स्वास्थ्य और परिवार कल्याण मंत्रालय**

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 14 फरवरी, 2012

का. आ. 915.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, नामतः—

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में, क्रम सं. 103 के उपरान्त निम्नलिखित क्रम संख्या और प्रविष्टियां अन्तःस्थापित की जाएंगी, नामतः

“104 महर्षि मार्कण्डेश्वर,  
विश्वविद्यालय, अंबाला

एम एम कॉलेज ऑफ डेंटल साइंसिज  
एंड रिसर्च, मुल्लाना, अम्बाला

(i) बैचलर ऑफ डेंटल सर्जरी  
(यदि यह दिनांक 22-06-2011 को  
या उसके पश्चात् प्रदान की गई हो।)

बीडीएस, महर्षि मार्कण्डेश्वर  
विश्वविद्यालय, अंबाला”

[फा. सं. वी-12017/4/2000-डीई (पार्ट)]

अनीता त्रिपाठी, अधर सचिव

**MINISTRY OF HEALTH AND FAMILY WELFARE**

(Department of Health and Family Welfare)

New Delhi, the 14th February, 2012

S.O. 915.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) after Serial No. 103, the following Serial number and entries shall be inserted, namely :—

“104 Maharishi Markandeshwar,  
University, Ambala

M.M. College of Dental Sciences &  
Research, Mullana, Ambala

(i) Bachelor of Dental Surgery  
(if granted on or after 22-6-2011)

BDS, Maharishi Markandeshwar  
University, Ambala”

[F. No. V- 12017/4/2000-DE(Pt)]

ANITA TRIPATHI, Under Secy.

[आयुर्वेद, योग व प्राकृतिक चिकित्सा, सिद्ध, यूनानी एवं होम्योपैथी (आयुष) विभाग]

नई दिल्ली, 23 फरवरी, 2012

का. आ. 916.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में स्वास्थ्य एवं परिवार कल्याण मंत्रालय के आयुर्वेद, योग व प्राकृतिक चिकित्सा सिद्ध, यूनानी एवं होम्योपैथी (आयुष) विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. केन्द्रीय अनुसंधान संस्थान (होम्योपैथी), कोटायाम।

[सं. ई-11018/2/2003-भा.चि.प.(ग.भा.)]

एस. श्रीनिवास, उप सचिव

## [Department of Ayurveda, Yoga &amp; Naturopathy, Sidha, Unani and Homeopathy (AYUSH)]

New Delhi, the 23rd February, 2012

**S.O. 916.**—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended in 1987), the Central Government hereby notifies the following office under the administrative control of the Department of AYUSH, Ministry of Health & Family Welfare, where more than 80% staff have acquired the working knowledge of Hindi :

1. Central Research Institute for Homoeopathy, Kottayam.

[No. E-11018/2/2003-I.S.M. (O.L.)]

S. SRINIVAS, Dy. Secy.

## वैद्युत मंत्रालय

नई दिल्ली, 29 फरवरी, 2012

**का. आ. 917.**—दिनांक 17-8-2006 को अधिसूचित मुख्य वैद्युत निरीक्षक एवं वैद्युत निरीक्षक की अहता, शक्ति एवं कार्य नियमावली, 2006 के साथ पठित वैद्युत अधिनियम, 2003 (2003 का 36) की धारा 162 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा उपर्युक्त नियम में उल्लिखित अहता एवं शार्तों के अधीन, श्री जे. कृष्ण मूर्ति, संयुक्त महाप्रबंधक (रोलिंग स्टॉक), चेन्नई मैट्रो रेल लिमिटेड (सीएमआरएल), को सीएमआरएल में उनका कार्यकाल पूरा होने तक वैद्युत निरीक्षक के रूप में नियुक्त करती है :

उपर्युक्त अधिकारी, केंद्रीय वैद्युत प्राधिकरण (सुरक्षा एवं वैद्युत आपूर्ति से संबंधित उपाय) विनियम, 2010 में दी गई प्रक्रिया के अनुसार, सीएमआरएल के प्रभाव वाले क्षेत्रों के भीतर वैद्युत कार्यों, वैद्युत संस्थापनाओं और वैद्युत रोलिंग स्टॉक प्रचालनों के संबंध में अथवा सीएमआरएल के नियंत्रणाधीन/सीएमआरएल से संबंधित कार्यों तथा सभी वैद्युत संस्थापनाओं के संबंध में अपनी शक्तियों का प्रयोग करेंगे और अपने कार्यों का निष्पादन करेंगे ।

सीएमआरएल यह सुनिश्चित करेगा कि वैद्युत निरीक्षक के रूप में नियुक्त अधिकारी सीएमआरएल में उनको सौंपे गए कार्य के संबंध में वैद्युत निरीक्षक नहीं होंगे ।

वैद्युत निरीक्षक के रूप में नियुक्त व्यक्ति वह प्रशिक्षण प्राप्त करेंगे जो केंद्र सरकार इस उद्देश्य के लिए आवश्यक समझे और यह प्रशिक्षण सरकार की संतुष्टि के स्तर तक पूरा किया जाएगा ।

[फा. सं. 42/3/2010-आर एंड आर]

ज्योति अरोड़ा, संयुक्त सचिव

## MINISTRY OF POWER

New Delhi, the 29th February, 2012

**S.O. 917.**—In exercise of the powers conferred by sub-section (1) of Section 162 of the Electricity Act, 2003 (36 of 2003) read with qualification, power and function of Chief Electrical Inspector and Electrical Inspectors Rules, 2006 notified on 17-8-2006, the Central Government hereby appoints Shri J. Krishna Moorthy Jr. General Manager (Rolling Stock), Chennai Metro Rail Ltd. (CMRL) as Electrical Inspector till his tenure in CMRL, Subject to the qualification and Condition mentioned in the above Rule.

The above mentioned officer shall exercise the powers and perform his functions in respect of electrical works, electrical installations and electrical rolling stock in operation within the areas occupied by the CMRL or in respect of works and all electrical installations under the control of CMRL/belonging to CMRL as per the procedure provided in Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010.

CMRL will ensure that the officer appointed as Electrical Inspectors will not be Electrical Inspector in respect of the work assigned to him in CMRL.

The person appointed as Electrical Inspector shall undergo such training as the Central Government may consider it necessary for the purpose and such training shall be completed to the satisfaction of the Government.

[F. No. 42/3/2010-R&amp;R]

JYOTI ARORA, Jr. Secy.

## रसायन और उर्वरक मंत्रालय

(रसायन एवं पेट्रोरसायन विभाग)

नई दिल्ली, 5 मार्च, 2012

का. आ. 918.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसरण में रसायन और उर्वरक मंत्रालय रसायन एवं पेट्रोरसायन विभाग के नियंत्रणाधीन ख क्षेत्र में स्थित सेन्ट्रल इन्स्टीट्यूट आफ प्लास्टिक इंजीनियरिंग एण्ड टेक्नोलॉजी (सिपेट) अमृतसर, जिसके 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं. ई-11019/07/2012-हिन्दी]

गुलशन लाल चोपड़ा, संयुक्त निदेशक (राजभाषा)

## MINISTRY OF CHEMICALS AND FERTILIZERS

(Department of Chemicals and Petrochemicals)

New Delhi, the 5th March, 2012

S.O. 918.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notify Central Institute of Engineering and Plastic Technology (CIPET) Amritsar which is located in region B under the administrative control of Ministry of Chemicals and Fertilizers, Department of Chemicals & Petrochemicals, whereas the 80% staff have acquired the working knowledge of Hindi.

[No. E-11019/07/2012-Hindi]

GULSHAN LAL CHOPRA, Jt. Director (O.L.)

## मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

(राजभाषा यूनिट)

नई दिल्ली, 21 फरवरी, 2012

का. आ. 919.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसरण में मानव संसाधन विकास मंत्रालय (उच्चतर शिक्षा विभाग) के अंतर्गत राष्ट्रीय तकनीकी शिक्षक प्रशिक्षण एवं अनुसंधान संस्थान, कोलकाता को, एंसे कार्यालय के रूप में, जिसके 80 प्रतिशत से अधिक कर्मचारी बृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 11011-1/2011-ग.भा.ए]

अनन्त कुमार सिंह, संयुक्त सचिव

## MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

(O.L. Unit)

New Delhi, the 21st February, 2012

S.O. 919.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies National Institute of Technical Teachers' Training and Research, Kolkata under the Ministry of Human Resource Development, (Dept. of Higher Education) as office, whose more than 80% members of the staff have acquired working knowledge of Hindi.

[No. 11011-1/2011-O.L.U.]

ANANT KUMAR SINGH, Jt. Secy.

## वाणिज्य और उद्योग मंत्रालय

( औद्योगिक नीति एवं संवर्धन विभाग )

नई दिल्ली, 27 फरवरी, 2012

**का. आ. 920.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में औद्योगिक नीति एवं संवर्धन विभाग के नियंत्रणाधीन निम्नलिखित कार्यालय को जिसके 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है :

मुख्य विस्फोटक नियंत्रक का कार्यालय, पेट्रोलियम तथा विस्फोटक सुरक्षा संगठन, 'ए' ब्लॉक, पांचवा तल, केन्द्रीय कार्यालय परिसर, सेमिनरी हिल्स, नागपुर।

[ स. ई-11012/3/2011-हिन्दी ]

सुनीति शर्मा, संयुक्त निदेशक (राजभाषा)

## MINISTRY OF COMMERCE AND INDUSTRY

(Department of Industrial Policy and Promotion)

New Delhi, the 27th February, 2012

**S.O. 920.**—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office, under the control of the Department of Industrial Policy & Promotion, whose more than 80% members of the staff have acquired working knowledge of Hindi.

Office of the Chief Controller of Explosives, Petroleum & Explosives Safety Organization, 'A' Block, 5th Floor, Central Government Offices Complex, Seminary Hills, Nagpur.

[ No. E-11012/3/2011-Hindi ]

SUNITI SHARMA, Jt. Director (OL)

नई दिल्ली, 27 फरवरी, 2012

**का. आ. 921.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में औद्योगिक नीति एवं संवर्धन विभाग के नियंत्रणाधीन निम्नलिखित कार्यालय को जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है :

उप नमक आयुक्त कार्यालय, चैन्नई

[ स. ई-11012/3/2011-हिन्दी ]

सुनीति शर्मा, संयुक्त निदेशक (राजभाषा)

New Delhi, the 27th February, 2012

**S.O. 921.**—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office, under the control of the Department of Industrial Policy & Promotion, whose more than 80% staff have acquired working knowledge in Hindi:

Office of the Deputy Salt Commissioner, Chennai.

[ No. E-11012/3/2011-Hindi ]

SUNITI SHARMA, Jt. Director (OL)

## उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

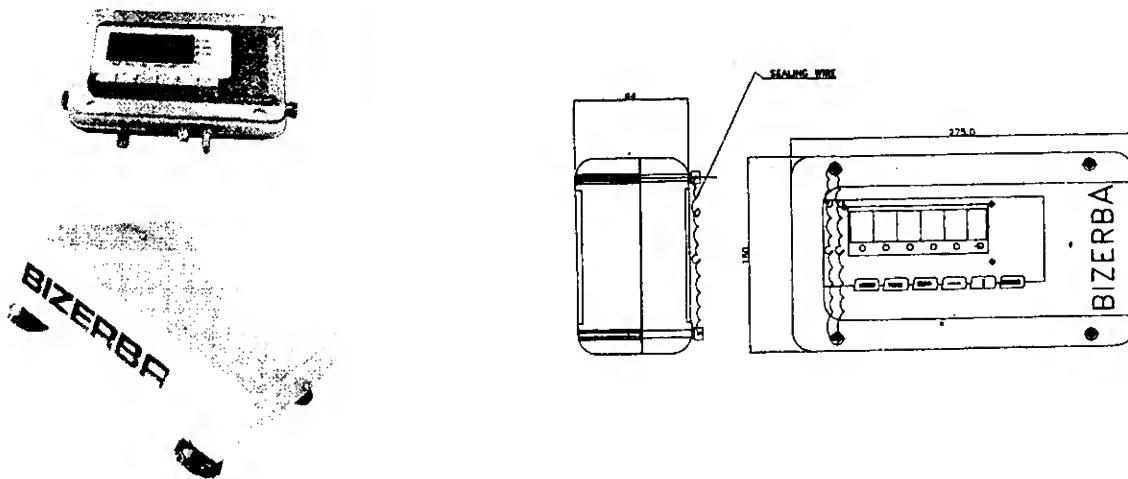
नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 922.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बाट की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स बिजेरबा इंडिया प्रा.लि. ईएल-100, टीटीसी इंडस्ट्रियल एरिया एमआईडीसी, महीप, नवी मुंबई-400710 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “बीजेड-पीएलटी-पी(टी) शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “बिजेरबा” है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/260 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 50ग्रा. है। सत्यापन मापमान अंतराल (ई) 1ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शात-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति -2 उपकरण के मॉडल का सीलिंग प्रावधान।

स्केल की बाड़ी के होल्स में से सीलिंग वायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो। मि. ग्रा. से 50 मि.ग्रा. तक के “ई” मान के लिए 100 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^4$ ,  $2 \times 10^4$  और  $5 \times 10^4$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(167)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

## MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 31st October, 2011

**S.O. 922.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy class -II) of Series "BZ-PLT-P(T)" and with brand name "BIZERBA" (hereinafter referred to as the said model), manufactured by M/s Bizerba India Pvt. Ltd. EL 100, TTC Industrial Area, MIDC, Mahape, Navi Mumbai-400710 and which is assigned the approval mark IND/09/10/260;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 50g. The verification scale interval (e) is 1g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model

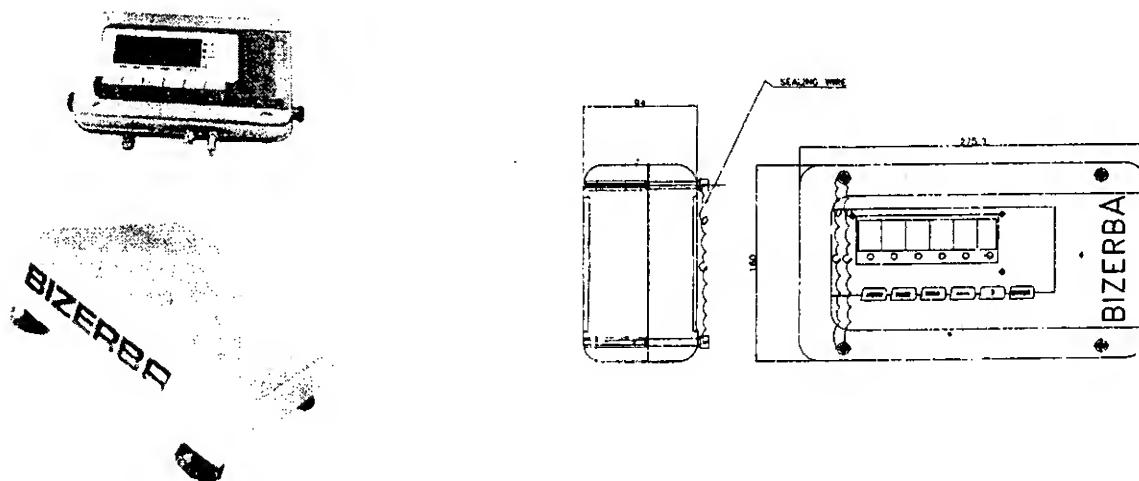


Figure-2 Schematic diagram of sealing provision of the model.

Sealing is done by passing the sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the model is given above.

A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 100,000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 5000 to 100,000 for 'e' value of 100mg. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[ F. No. WM-21(167)/2010]

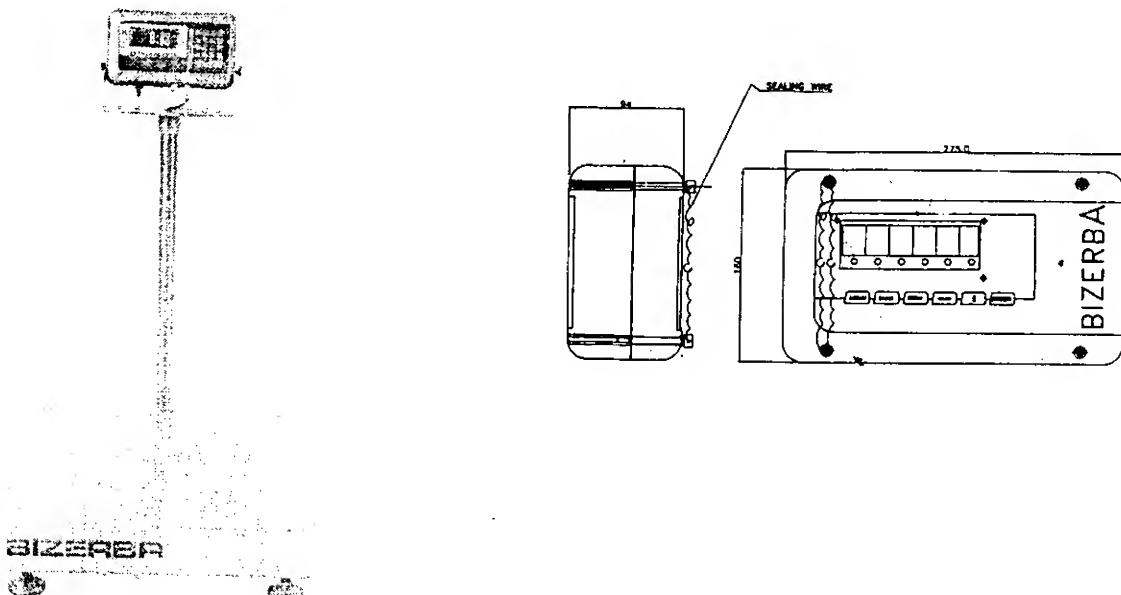
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 923.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट-और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संमावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स बिजेरबा इंडिया प्रा.लि. ईएल-100, टीटीसी इंडस्ट्रियल एरिया एमआईडीसी, महीप, नवी मुंबई-400710 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “बीजे-पीएलटी-पी(पी)” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (स्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “बिजेरबा” है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/261 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

आकृति -1



आकृति -2 : उपकरण के मॉडल का सीलिंग प्रावधान ।

स्केल की बाड़ी के होल्स में से सीलिंग वायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए एचडी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^4$ ,  $2 \times 10^4$ ,  $5 \times 10^4$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(167)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 923.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of High Accuracy (Accuracy class -II) of Series “BZ-PLT-P(P)” and with brand name “BIZERBA” (hereinafter referred to as the said model), manufactured by M/s Bizerba India Pvt. Ltd. EL 100, TTC Industrial Area, MIDC, Mahape, Navi Mumbai-400710 and which is assigned the approval mark IND/09/10/261;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 600 kg. and minimum capacity of 1kg. The verification scale interval (e) is 20g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model

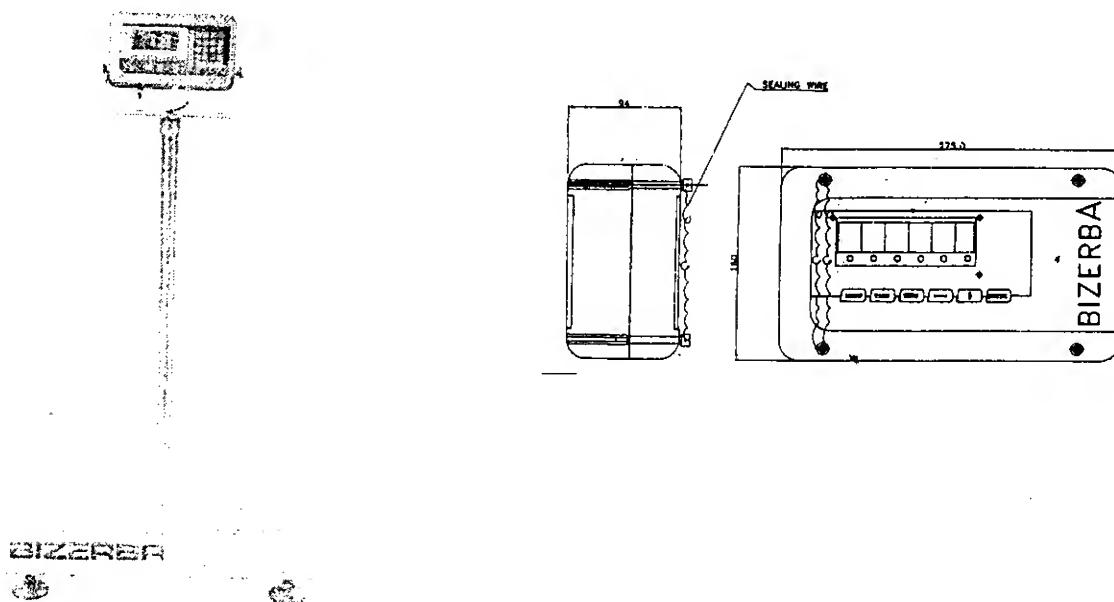


Figure-2 : Schematic diagram of sealing provision of the model.

Sealing is done by passing the sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the model is given above.

A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 5000 to 100,000 for ‘e’ value of 5g. or more and with ‘e’ value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

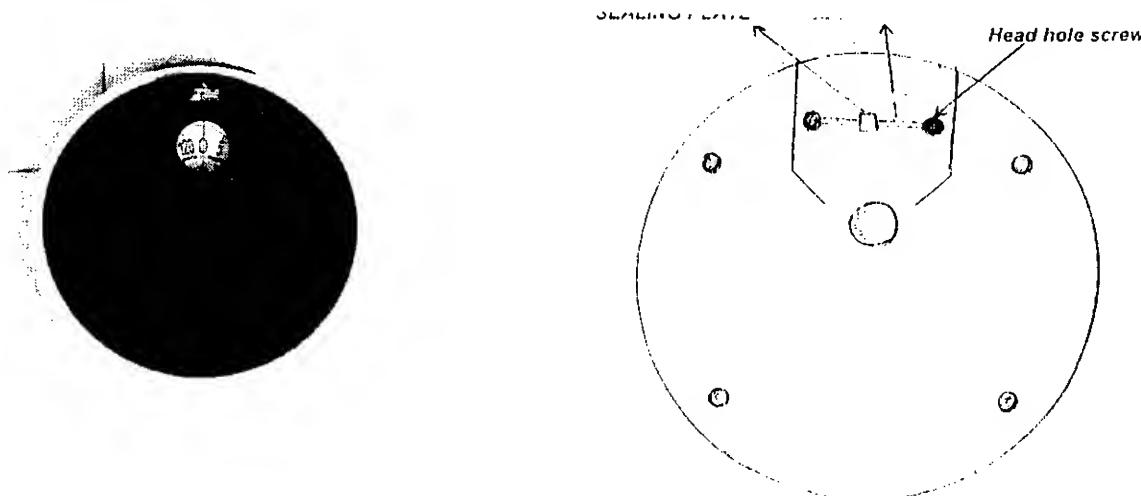
[ F. No. WM-21(167)/2010]  
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 924.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स अपोलो स्केल वर्कर्स, 16/ए-1, पीली कोटी, छाता पुलिस स्टेशन के पास, छाता बाजार, आगरा, (उत्तर प्रदेश) द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग-III) वाले “एमपीडब्ल्यूएस” शृंखला के अस्वचालित तोलन उपकरण (मैकेनिकल व्यक्ति तोलन मशीन) के मॉडल का, जिसके ब्रांड का नाम “अपोलो” है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/72 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल स्प्रिंग सिद्धांत पर आधारित अस्वचालित तोलन उपकरण (मैकेनिकल व्यक्ति तोलन मशीन) है। इसकी अधिकतम क्षमता 125 कि.ग्रा. है और न्यूनतम क्षमता 5 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 0.5 कि. ग्रा. है।



आकृति -2 मॉडल के सीलिंग प्रावधान का डायग्राम

उपकरण की बाड़ी पर दिए गए छेदों के माध्यम से लौड और सील तार लगाकर सीलिंग की जाती है। कपटपूर्ण उपयोग को रोकने के लिए मशीन को खोले जाने से रोकने के लिए सील लगाई जाती है। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 100 से 1000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 150 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^4$ ,  $2 \times 10^4$  और  $5 \times 10^4$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(328)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 924.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Mechanical Person Weighing Machine) of Ordinary Accuracy (Accuracy class -III) of series "APWS" and with brand name "APOLO" (hereinafter referred to as the said model), manufactured by M/s. Apolo scale Works, 16/A-1, Pili Kathi, Near Chatta Police Station, Chatta Bazar, Agra (UP) and which is assigned the approval mark IND/09/11/72;

The said model is the principal of spring based non-automatic weighing instrument (Mechanical Person Weighing Machine) with a maximum capacity of 125kg. and minimum capacity of 5kg. The verification scale interval (e) is 0.5kg.

Figure-1 Model

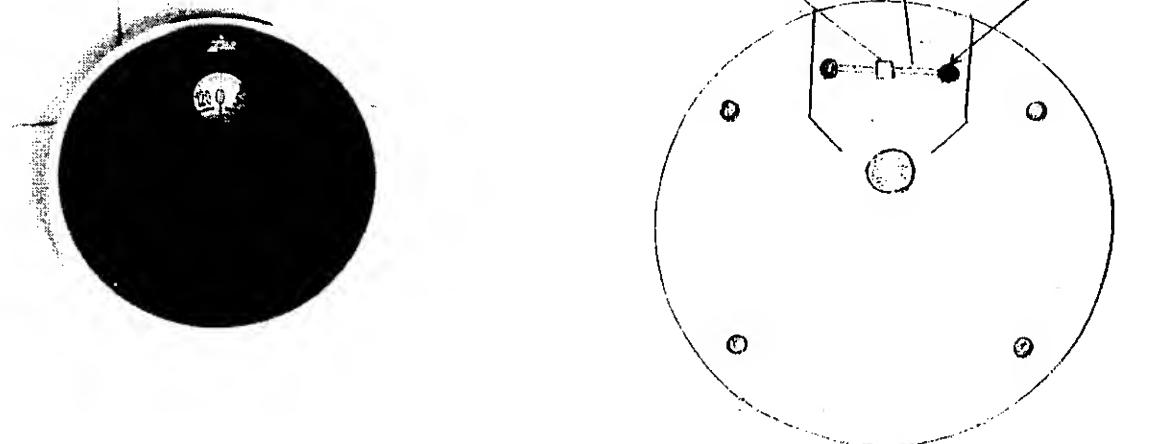


Figure-2 Sealing diagram of the sealing provision of the model

Sealing can be done by applying lead and seal wire through the holes provided on the body of the instruments. Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 150kg. with verification scale interval (n) in the range of 100 to 1,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[ F. No. WM-21(328)/2011 ]

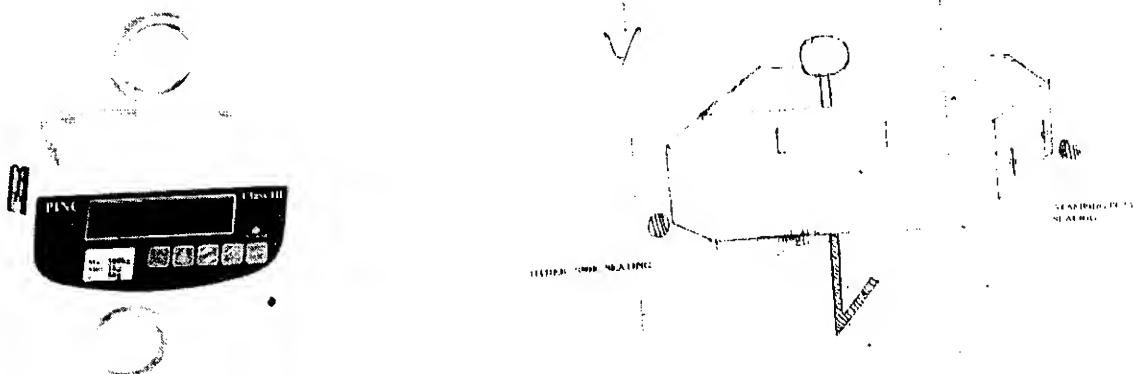
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 925.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स पिंक इलेक्ट्रोनिक इंड. प्लॉट नं. 1, हरीओम सोसायटी के पास, राजेन्द्र पार्क क्रास रोड के पास, नेशनल हाइवे-8, ओढव, अहमदाबाद-382415 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “पीआईसी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (क्रेन टाइप) के मॉडल का, जिसके ब्रायंड का नाम “पिन्क” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/ समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (क्रेन प्रकार) है। इसकी अधिकतम क्षमता 300 कि.ग्रा. और न्यूनतम क्षमता 1 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शात-प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2—मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकालकर डिस्प्ले के राइट साइड/बैक साइड में सीलिंग की गई है। डिस्प्ले की बेस प्लेट और टाप कवर के छेद से सील को जोड़ा गया है, तब सील वायर इन दोनों छेदों में से निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन)सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^4$ ,  $2 \times 10^4$ ,  $5 \times 10^4$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(02)/2010]  
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 925.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Crane Type) with digital indication of medium accuracy (Accuracy class -III) of Series "PIC" and with brand name "PINC" (hereinafter referred to as the said Model), manufactured by M/s. Pinc Electronic Inc. Plot No. 1, Nr. Hariom Society, Nr. Rajendra Park Cross Road, National Highway-8, Odhav, Ahmedabad-382415 and which is assigned the approval mark IND/09/10/ ;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Crane type) with a maximum capacity of 300kg. and minimum capacity of 1kg. The verification scale interval (e) is 50g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-1 Model

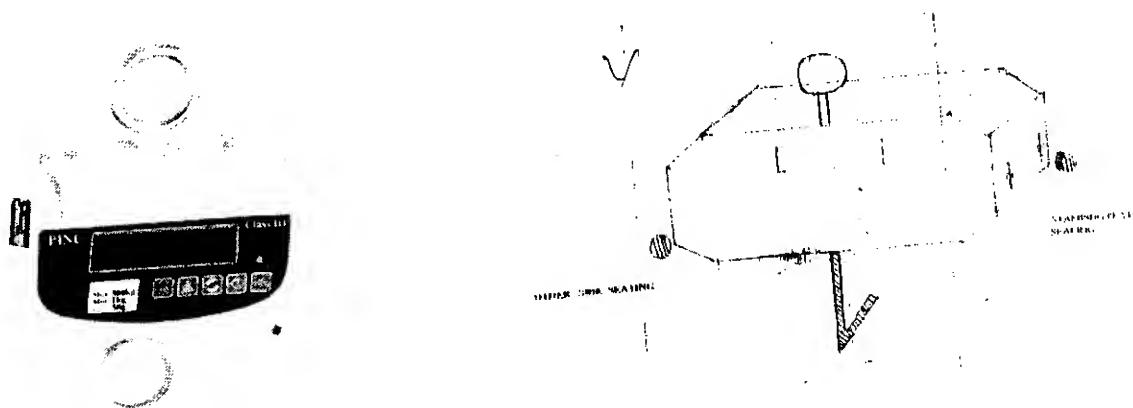


Figure-2 Sealing arrangement

Sealing is done on the right side/back side of the display by passing sealing wire from the body of the display. The seal is connected by hole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

The Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity range from 50kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[ F. No. WM-21(02)/2010]

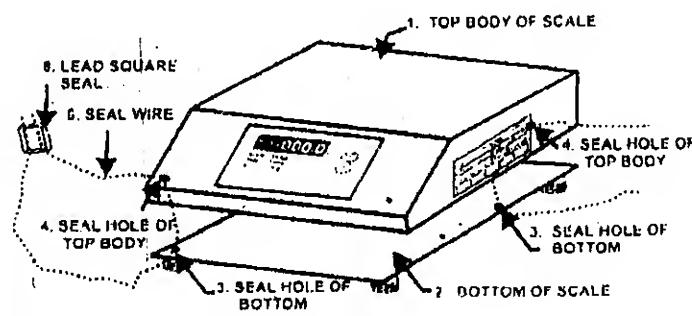
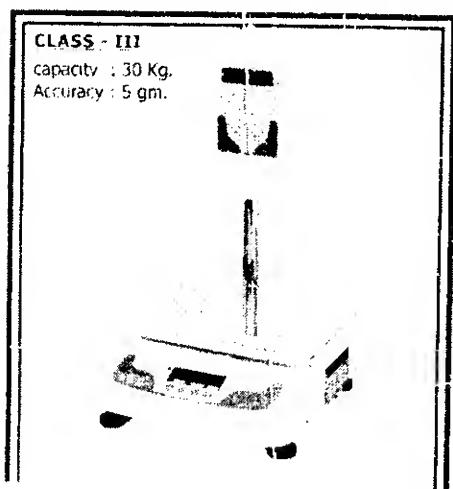
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 926.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) 1 नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम को धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स जे.बी.कोरपोरेशन, 58, भारतन्दु नगर, नियर खातीपुरा जयपुर, राजस्थान द्वारा विनिर्मित मध्यम यथार्थता वर्ग-III) वाले "जे.बी. 101" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्राण्ड का नाम "जे बी सी प्रो." है (जिसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/49 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है ।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है । इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है । सत्यापन मापमान अंतराल (ई) 5 ग्रा. है । इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यक्लनात्मक धारित आधेयतुलन प्रभाव है । प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है । उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ।



#### आकृति-2—मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकालकर डिस्प्ले के दायीं ओर/पीछे की ओर सीलिंग की जाती है । सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है । मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है ।

उपकरण में बाहरी केलिब्रेशन तक की पहुंच की सुविधा है । बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है ।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^3$ ,  $2 \times 10^3$ ,  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं ।

[फा. सं. डब्ल्यू एम-21(54)/2010]  
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 926.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class-III) of series "J.B. 101" and with brand name "JBC Pro" (hereinafter referred to as the said model), manufactured by M/s J.B Corporation 58, Bhartendu Nagar, Near Khatipura Jaipur Rajasthan which is assigned the approval mark IND/09/10/49;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure- 1 Model

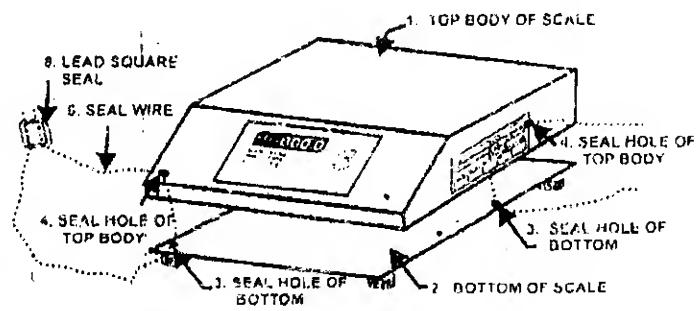
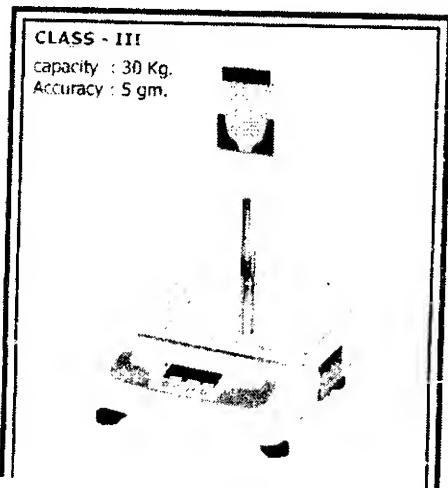


Figure- 2 Schematic diagram of sealing provision of the model

Sealing is done on the right side/bad side of the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50kg and with number of verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg. to 2g. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[ F. No. WM-21(54)/2010]

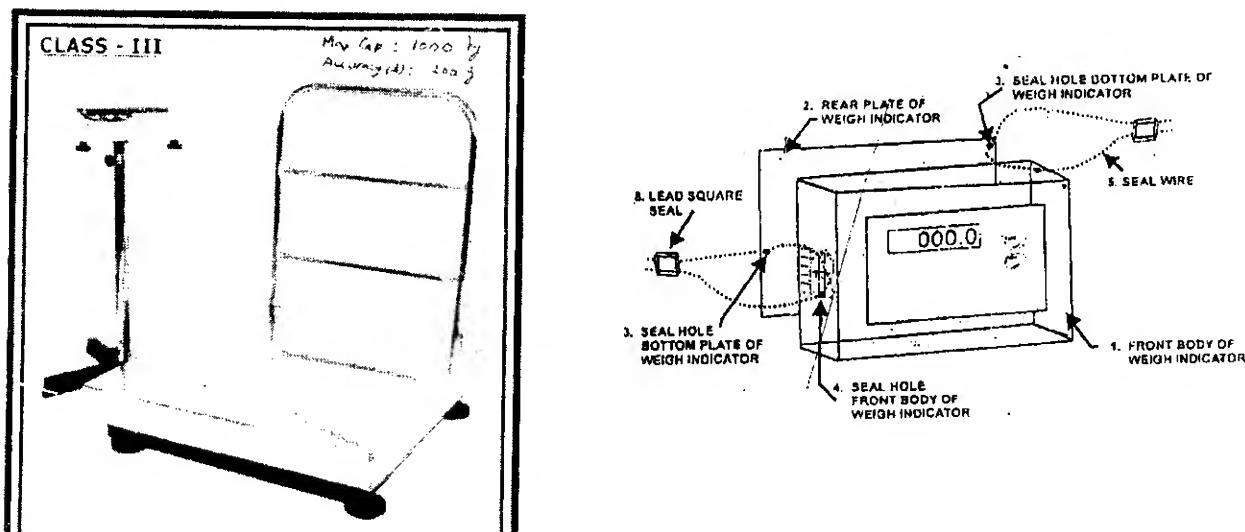
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 अक्टूबर, 2011

**कट्टा. 927.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स जे.बी.कोरपोरेशन, 58, भारतेन्दु नगर, नियर खातीपुरा जयपुर, राजस्थान द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “जे.बी. 102” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्राण्ड का नाम “जे.बी.सी.प्रो.” है (जिसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/50 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विक्रित गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनामक धारित आधेयतुलन प्रकार है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यक्षर्त्ता धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2—मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर डिस्प्ले के दायाँ ओर/गीछे की ओर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी कलिब्रेशन तक पहुंच की सुविधा है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^6$ ,  $2 \times 10^6$  या  $5 \times 10^6$ , के हैं, जो धनात्मक या ऋणात्मक पूणीक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(54)/2010]  
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 927.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class-III) of series "J.B. 102" and with brand name "JBC Pro" (hereinafter referred to as the said model), manufactured by M/s J.B Corporation, 58, Bhartendu Nagar, Nr. Khatipura Jaipur, Rajasthan which is assigned the approval mark IND/09/10/50;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

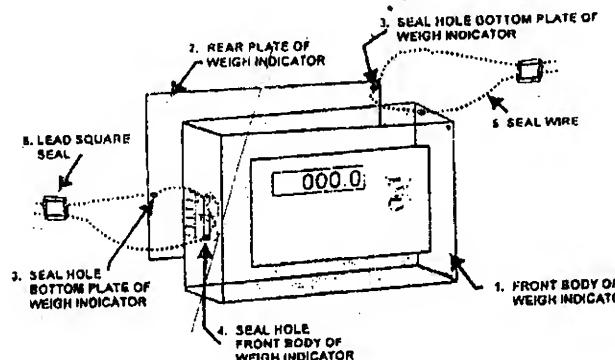
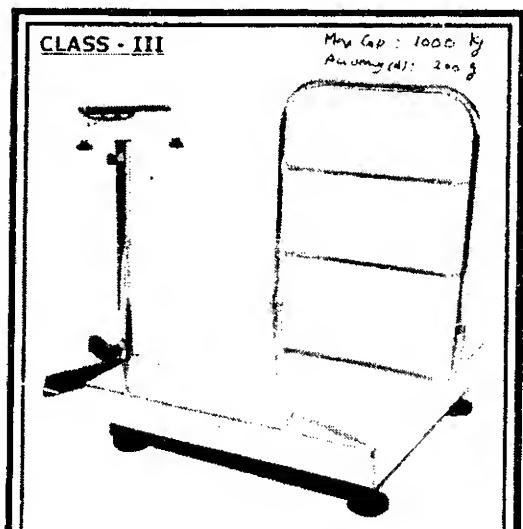


Figure-2 Schematic diagram of sealing provision of the model

Sealing is done on the right side/back side of the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section(12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 5000kg. and with number of verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg. to 2g. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[ F. No. WM-21(54)/2010]

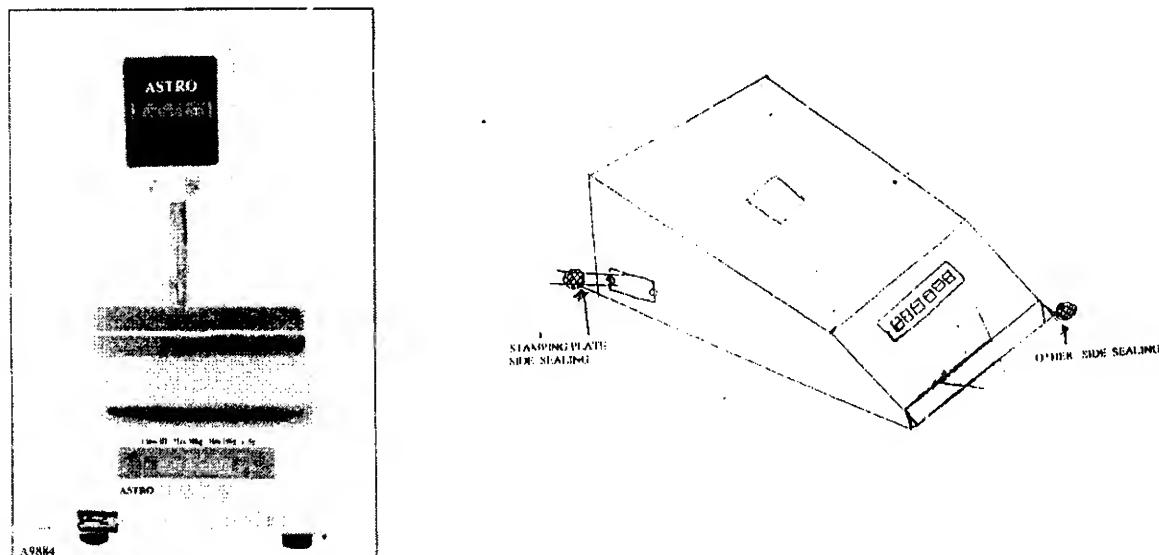
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 928.—केन्द्रीय सरकार का, विहित ग्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बोट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स आस्ट्रो डिजीटल स्केल, एल आई जी ब्लार्टर, नं. 2/13, हाउसिंग बोर्ड कालोनी, त्रिपुर्ति नगर, (सिंग रोड) नागपुर-440022 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एएसटी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्राइड का नाम “आस्ट्रो” है (जिसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/11 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विक्रित गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तलात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एराइडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2—मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर सीलिंग की गई है। डिस्प्ले की बेस प्लेट और टाप कवर के छेद से सील को जोड़ा गया है, तब सील वायर इन दोनों छेदों में से निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए एडी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनियोगीता द्वारा उसी रिद्धिमात्रा, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनियोग किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेयर, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^8$ ,  $2 \times 10^8$  या  $5 \times 10^8$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फ. सं. डब्ल्यू एम-21(18)/2010]  
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 928.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class-III) of series "AST" and with brand name "ASTRO" (hereinafter referred to as the said model), manufactured by M/s Astro Digital Scales, L.I.G. Quarter, No. 2/13. Housing Board Colony, Trimurti Nagar, (Ring Road), Nagpur-440022 which is assigned the approval mark IND/09/10/11;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval ( $e$ ) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50Hertz alternative current power supply

Figure-1 Model

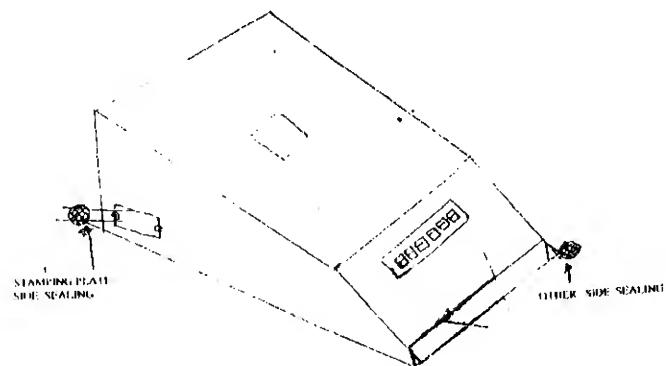
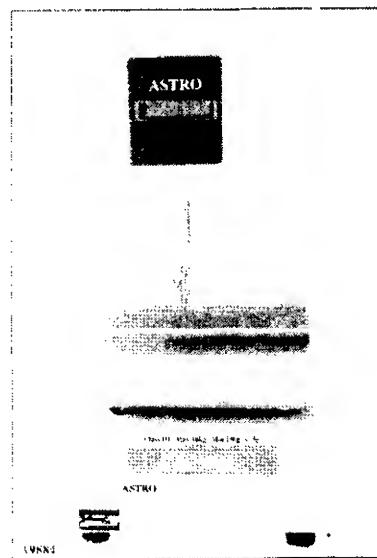


Figure-2 Schematic diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of scale, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50kg. and with number of verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg. to 2g. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM-21(18)/2010]

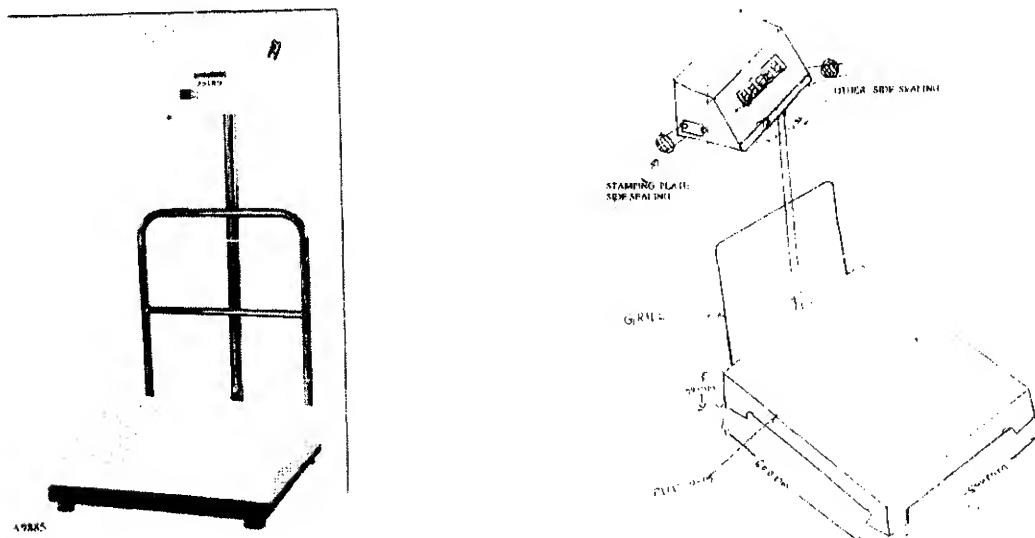
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 929.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स आस्ट्रो डिजीटल स्केल, एल आई जी ब्वार्टर, नं. 2/13, हाउसिंग बोर्ड कालोनी, त्रिमूर्ति नगर, (रिंग रोड) नागपुर-440022 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एएसपी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्राण्ड का नाम “आस्ट्रो” है (जिसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/12 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेत आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाढ़ी में से सीलिंग वायर निकालकर सीलिंग की गई है। डिस्प्ले की बेस प्लेट और टाप कवर के छेद से सील को जोड़ा गया है, तब सील वायर इन दोनों छेदों में से निकालकर सील से जोड़ा गया है। माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उसके अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^6$ ,  $2 \times 10^6$  या  $5 \times 10^6$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(18)/2010]  
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 929.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class-III) of series "ASP" and with brand name "ASTRO" (hereinafter referred to as the said model), manufactured by M/s. Astro Digital Scales, L.I.G. Quarter, No.2/13, Housing Board Colony, Trimurti Nagar, (Ring Road), Nagpur-440022 which is assigned the approval mark IND/09/10/12;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

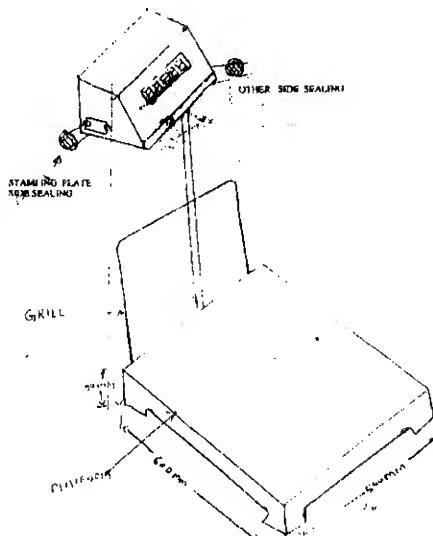
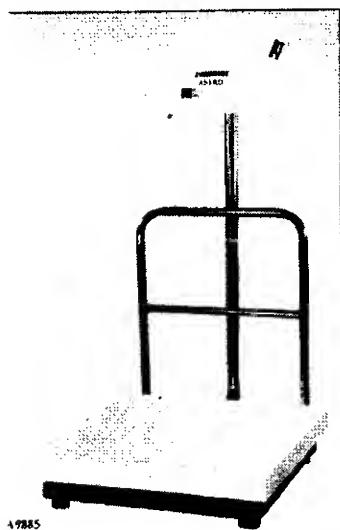


Figure-2 Schematic diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of scale, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(18)/2010]]

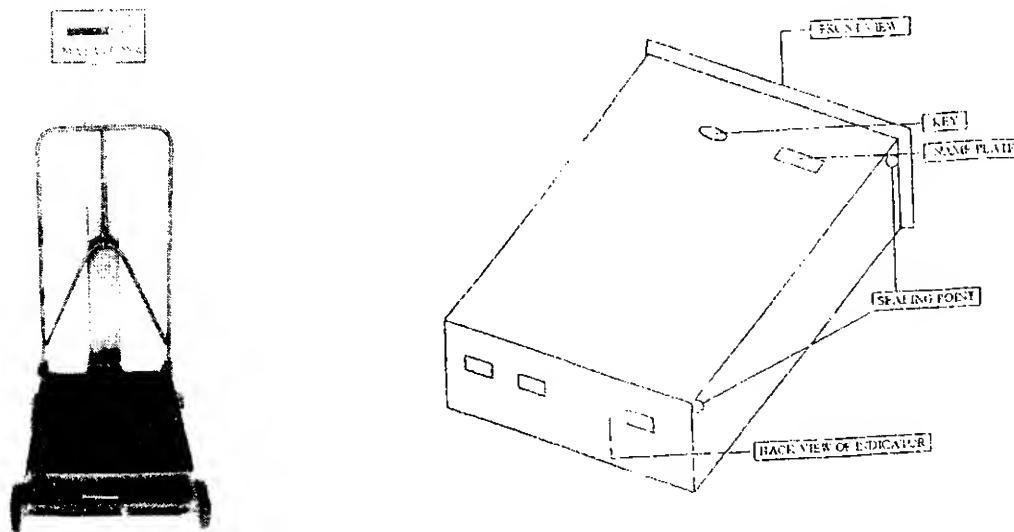
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 930.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

आतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स एल एंड टी स्केल्स, नं. 10, रामकृष्ण नगर, बंगो स्ट्रीट, कल्पना प्लाटफॉर्म (पीओ), कोयम्बतूर-641030 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एलसोके” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (मैकेनिकल प्लेटफार्म मशीन के लिए इलेक्ट्रोनिक कंडर्सन किट) के मॉडल का, जिसके ब्राण्ड का नाम “माटाटोया” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/379 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (मैकेनिकल प्लेटफार्म मशीन जिस में ‘एस’ टाइप लोड सैल लगाया गया है, के लिए इलेक्ट्रोनिक कंडर्सन किट) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 220 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकालकर डिस्प्ले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के नेस प्लॉट और टांप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/पदर चोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिसमें उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उसके अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^4$ ,  $2 \times 10^4$  या  $5 \times 10^4$ , के हैं, जो धनात्मक या ऋणात्मक पृष्ठांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(237)/2010।  
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 930.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Conversion Kit for Mechanical Platform Machine) with digital indication of medium accuracy (Accuracy class-III) of series "LCK" and with brand name "MATA TTOY A" (hereinafter referred to as the said model), manufactured by M/s L & T Scales, No 10, Ramakrishna Nagar, Bango Street, Kavundampalayam (Po), Coimbatore-641 030 and which is assigned the approval mark IND/09/10/379;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Conversion Kit for Mechanical Platform Machine) by introducing a 'S' type load cell with a maximum capacity of 1000kg and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure 1

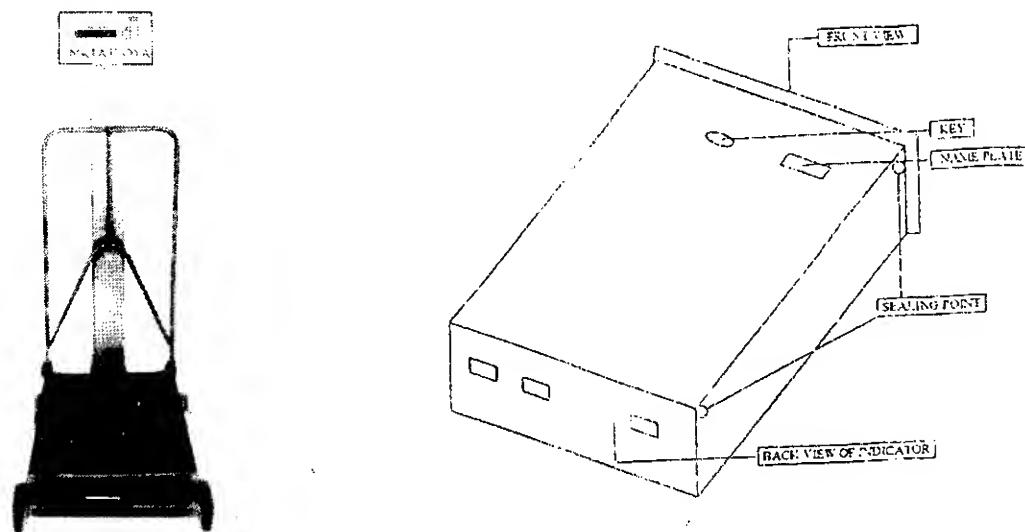


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(237)/2010]  
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 931.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम के तीसरे परन्तुक की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स अशलिन इंटरप्राइज़िज, रा हाऊस नं. 1-2/24, गुडविल इन्कलेव, कल्याणी नगर, पुणे-411006 महाराष्ट्र द्वारा यथार्थता वर्ग 2 वाले “डब्ल्यू एम” शृंखला के कोल्ड पोटेबल वाटर और होट वाटर मीटरिंग के लिए बनाया गया मीटर, अंकक सूचन सहित, जिसके ब्राण्ड का नाम “अशलिन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/314 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल वाटर मीटर है जिसे कोल्ड पोटेबल वाटर और होट वाटर की मीटरिंग के लिए बनाया गया है जो पोजीटिव डिस्प्लेसमेंट मीटर के सिद्धांत पर कार्य करता है। इसकी प्रवाह दर 0.012 एम'/एच से 63 एम' एच जो साधारण मीटर साइज 15 एमएम से 100एमएम डायमीटर के साथ है। इन मापनों के अंकनों को लिकिवड क्रिस्टल डायोड (एलसीडी) डिस्प्ले पर परिणाम उपदर्शित करता है। उपकरण 220 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय या 20 वोल्टस डीसी पर कार्य करता है।



आकृति-2—सीलिंग प्रावधान

मीटर की बाड़ी में दिए गए छेदों में सीलिंग वायर निकालकर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

एक बिल्डिंग में घरेलू और औद्योगिक कार्यों के लिए प्रयोग किए गए कोल्ड पोटेबल वाटर को मापने के लिए मीटर प्रयोग में लाया जाता है।

[फा. सं. डब्ल्यू एम-21(153)/2010]  
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 931.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby approves, issues and publishes the certificate of approval of model of Water meter intended for the metering of cold potable water and hot water with digital indication of accuracy class 2 (hereinafter referred to as said model) of series-'WM' with brand name "ASHLIN", manufactured by M/s Ashlin Enterprises, Raw Hause No. 1-2/24, Goodwill Enclave, Kalyani Nagar, Pune-411006 Maharashtra, India and which is assigned the approval mark IND/09/10/314;

The said model is an Water meter intended for the metering of cold potable water and hot water working on the principle of positive displacement meter. Its Flow Rate Range is from  $0.012\text{m}^3/\text{h}$  to  $63\text{m}^3/\text{h}$  with nominal meter size from 15mm to 100mm diameter. The indications of the measurement are displayed on Liquid Crystal Diode (LCD) Display type. It operates on 230V, 50 Hertz, alternate current power supply or 20Volts DC.

Figure-1 Model

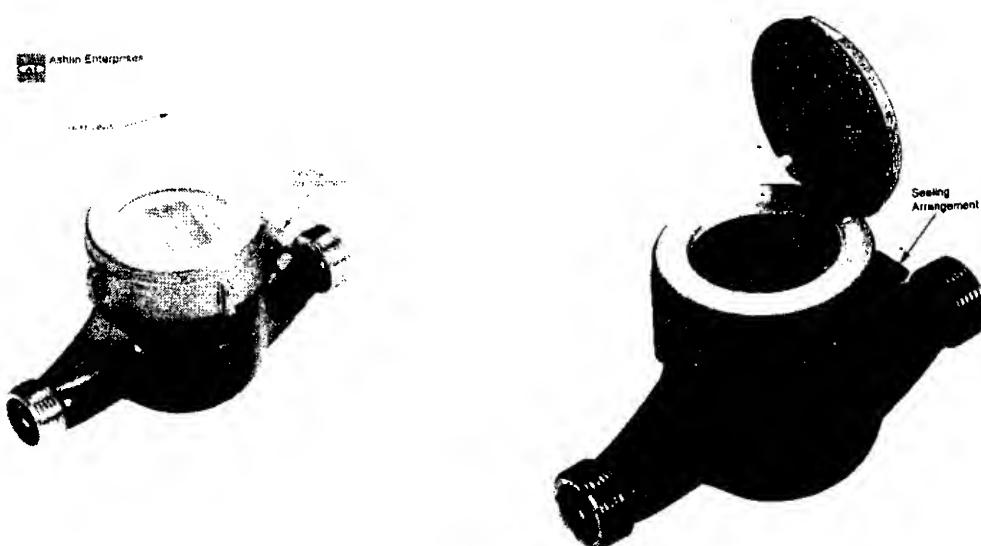


Fig. 2-Sealing arrangement

Sealing is done by passing the sealing wire from the body of the meter through holes. A typical schematic diagram of sealing provision of the model is given above. A typical schematic diagram of sealing provision of the model is given above.

It is used for Measurement of cold potable water in a building for the uses of domestic and industrial applications.

[F. No. WM-21(153)/2010]]

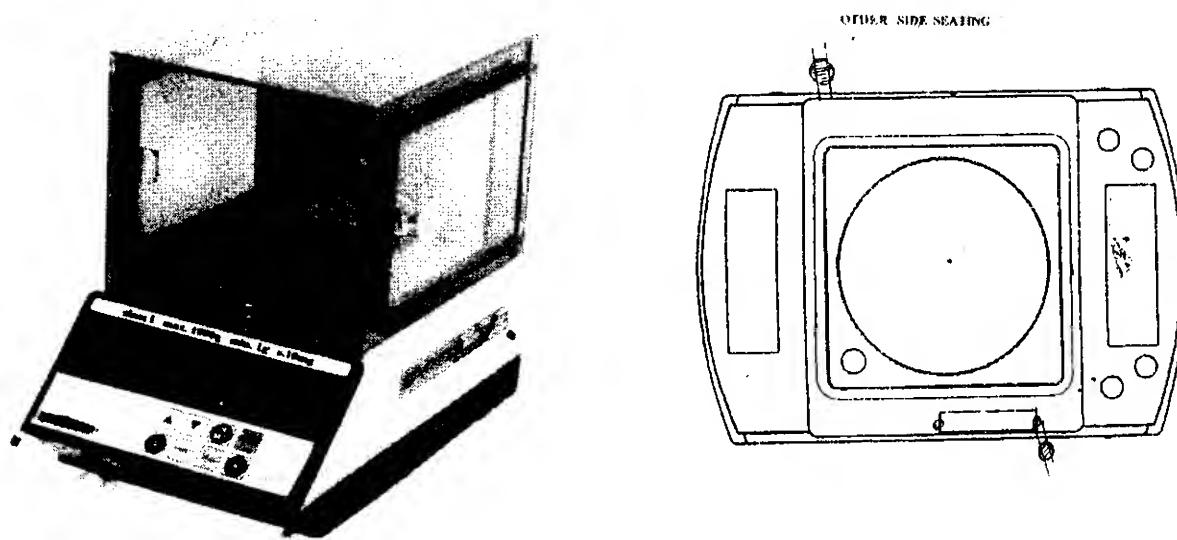
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 932.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (मीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए ऐसर्स यूनिक पावर टेक्नोलॉजीज एच-321 ए, रिको इंडस्ट्रियल एरिया, सीतापुरा, टांक रोड, जयपुर (राजस्थान) द्वारा विनिर्मित विशेष यथार्थता (यथार्थता वर्ग-1) वाले “इक्वल” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटॉप टाइप) के मॉडल का, जिसके ग्राण्ड का नाम “इक्वल” है (जिसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/336 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक इलैक्ट्रो मैग्नेटिक फोर्स कम्पनेशन प्रिसिपल पर आधारित अस्वचालित (टेबलटॉप टाइप) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 ग्रा. है और न्यूनतम क्षमता 1 ग्रा. है। सत्यापन मापमान अन्तराल (ई) 10 मि. ग्रा. है। इसमें एक आधेयतुलन शुक्ति है जिसका शत-प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा प्रदाय पर कार्य करता है।



आकृति-2—मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

इंडीकेटर की दोनों साइडों में बनाए गए होल्ज में से सीलिंग वायर निकालकर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. या उसके अधिक के “ई” मान के लिए 50,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^4$ ,  $2 \times 10^4$ ,  $5 \times 10^4$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(132)/2010]  
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

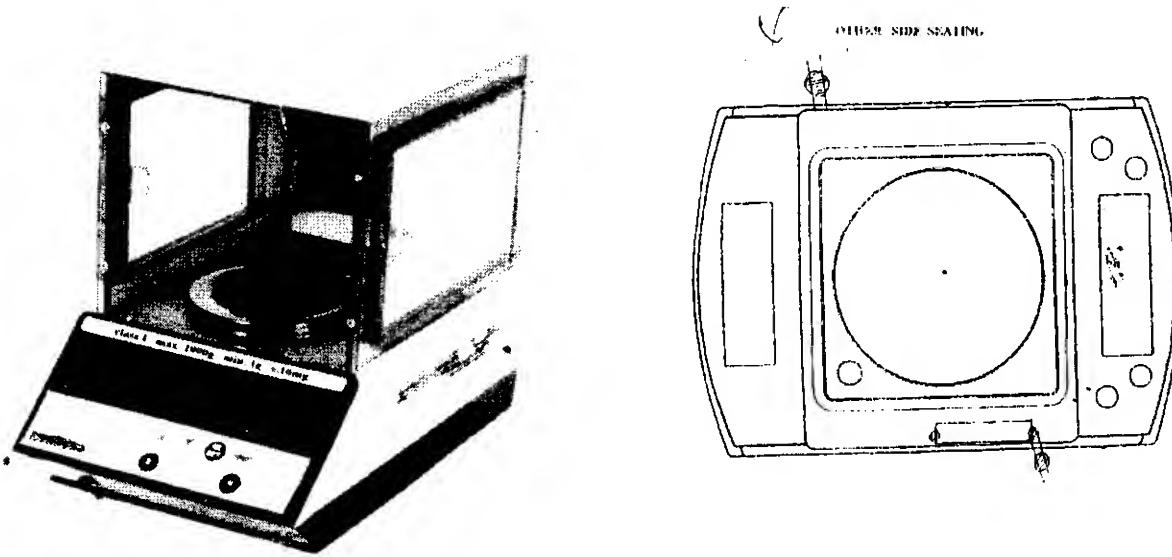
New Delhi, the 31st October, 2011

**S.O. 932.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of special accuracy (Accuracy class-I) of series "EQM" and with brand name "EQUAL" (hereinafter referred to as the said model), manufactured M/s Unique Power Technologies, H-321 A, RIICO Industrial Area, Sitapura, Tonk Road, Jaipur (Rajasthan) and which is assigned the approval mark IND/09/10/336;

The said model is an electro magnetic force compensation principle non-automatic weighing instrument with a maximum capacity of 1000g. and minimum capacity of 1g. The verification scale interval (e) is 10mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230V, 50Hz alternative current power supply.

Figure-1 Model



Stamping Plate Side sealing

Sealing is done by passing the sealing wire from the holes provided for sealing on both the side of the indicator. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 50.000 or above for 'e' value of 1 mg. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle design and with the same materials with which the said approved model has been manufactured.

[F. No. WM-21(132)/2010]

B. N. DIXIT, Director of Legal Metrology

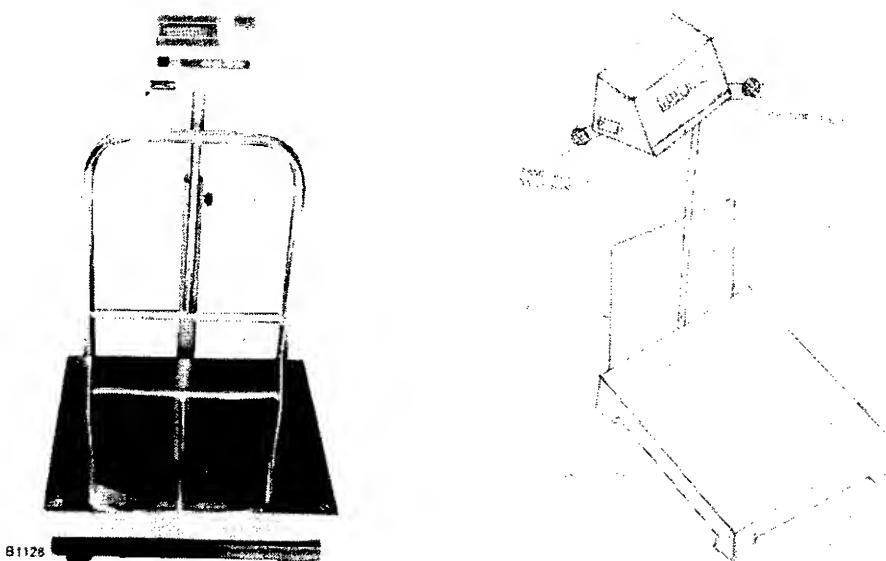
नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 933.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स यूनिक पावर टेक्नोलॉजीज एच-321 ए, रिको इंडस्ट्रियल एरिया, सीतापुरा, टांक रोड, जयपुर (राजस्थान) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “इक्यूपीएफ” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्राण्ड का नाम “इक्वल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/337 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विक्रत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनामक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा प्रदाय पर कार्य करता है।

आकृति



आकृति-2—मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

इंडीकेटर की दोनों साइडों में बनाए गए होल्ज में से सीलिंग वायर निकाल कर सीलिंग की जाती है। माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए एडी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^3$ ,  $2 \times 10^3$  या  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(132)/2010]  
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 933.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby approves and issues the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class-III) of series "EQPF" and with brand name "EQUAL" (hereinafter referred to as the said model), manufactured by M/s Unique Power Technologies, H-321 A, RIICO Industrial-Area, Sitapura, Tonk Road, Jaipur (Rajasthan) which is assigned the approval mark IND/09/I0/337;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

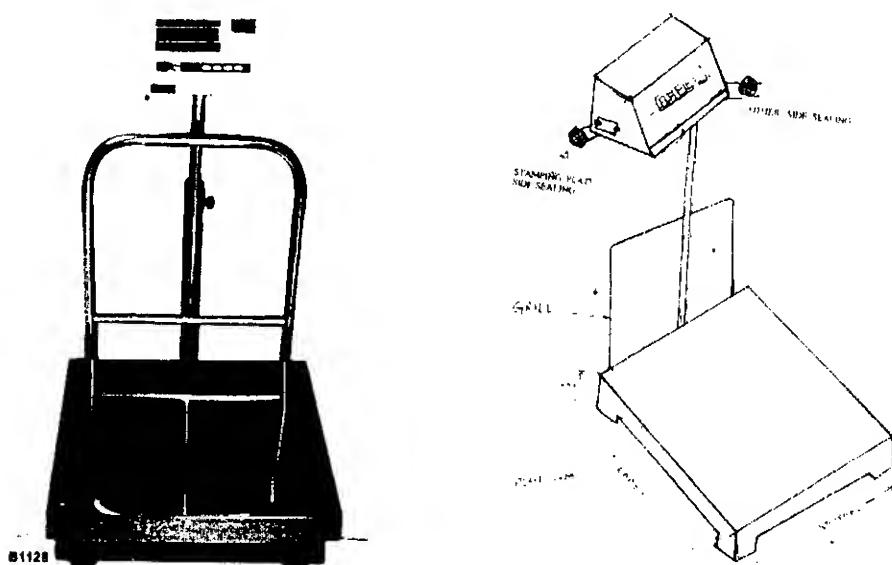


Figure-2 Sealing diagram.

Sealing is done by passing the sealing wire from the holes provided for sealing on both the side of the indicator. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. up to 5000kg. with verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg. to 2g. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM-21(132)/2010]  
B. N. DIXIT, Director of Legal Metrology

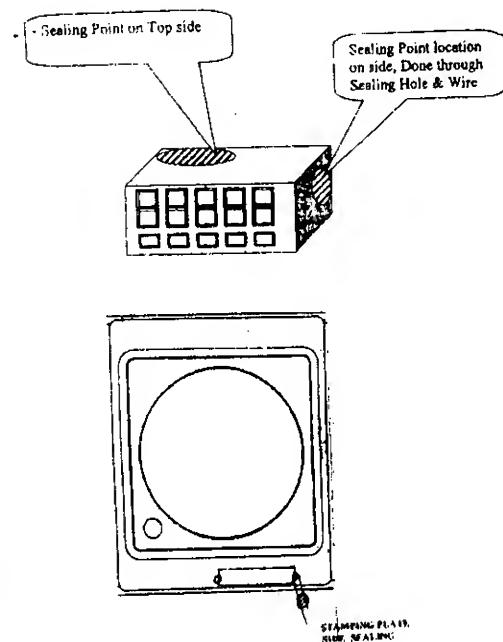
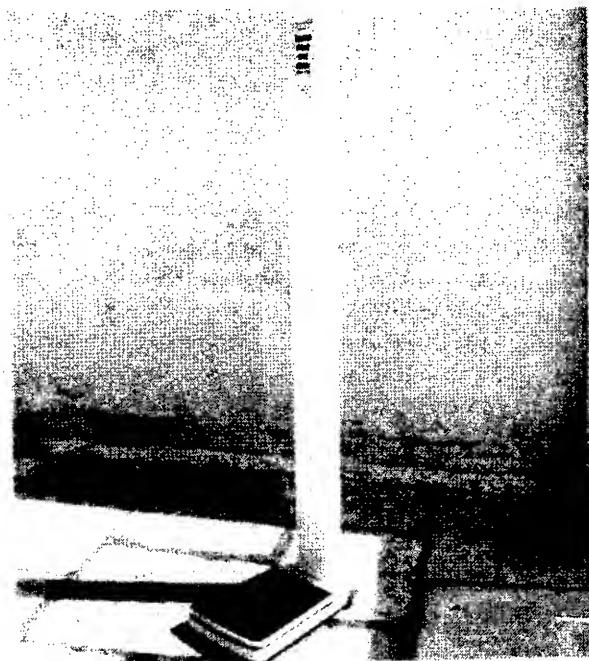
नई दिल्ली, 31 अक्टूबर, 2011

**का.आ. 934.**—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए, मैसर्स यूनिक पावर टेक्नोलॉजीज, एच-321 ए, रिको इंडस्ट्रियल एरिया, सीतापुरा, टांक रोड, जयपुर (राजस्थान) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “ईक्यूपीजी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक व्यक्ति तोलन मशीन) के मॉडल का, जिसके ब्रांड का नाम “इक्वल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/338 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक व्यक्ति तोलन मशीन) है। इसकी अधिकतम क्षमता 150 कि.ग्रा. और न्यूनतम क्षमता 1 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 50 ग्रा. है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 6 बोल्ट और 4.5ए प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1 मॉडल



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम ।

स्केल के अपर और लोवर मार्डिंग कार्नर पर सीलिंग वायर और स्टड से सीलिंग की गई है। मशीन को कपटपूर्ण व्यवहार के लिए खोले जाने से रोकने के लिए सीलिंग की गई है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अन्तराल (एन) और 5 .ग्रा. या उससे अधिक के तक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अन्तराल (एन) सहित 200 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^4$ ,  $2 \times 10^4$ ,  $5 \times 10^4$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(132)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 934.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights of Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Person Weighing Machine) with digital indication of medium accuracy (Accuracy class-III) of series "EQPB" and brand name "EQUAL" (hereinafter referred to as the said Model), manufactured by M/s. Unique Power Technologies, H-321-A, RIICO Industrial Area, Sitapura, Tonk Road, Jaipur (Rajasthan) and which is assigned the approval mark IND/09/10/338.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electornic Person Weighing Machine) with a maximum capacity of 150 kg. and minimum capacity of 1 kg. The verification scale interval (e) is 50 g. It has a tare device with a 100 per cent subtractive retained tare effect. The LED display indicates the weighing results. The instrument operates on 6 Volts, 4.5A alternative current power supply.

Figure-1 Model

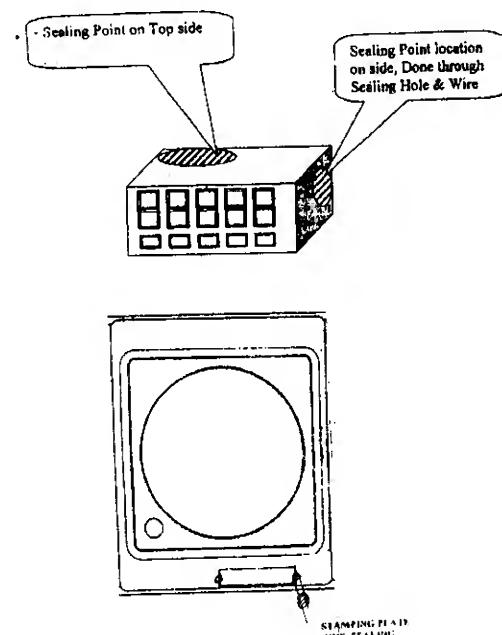
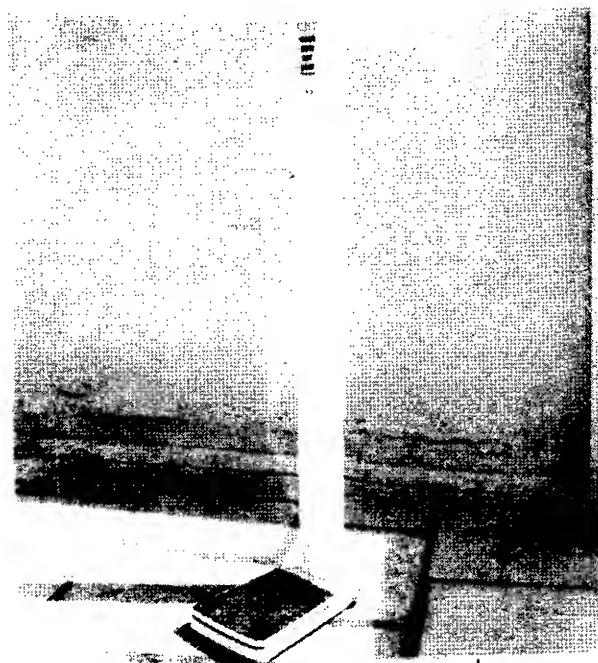


Figure-2: Sealing provision of the indicator of Model

The scale is being sealed by the sealing wire and stud from the upper and lower mounting corner. Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 200 kg. verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100 mg. to 2 g. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(132)/2010]

B. N. DIXIT, Director of Legal Metrology

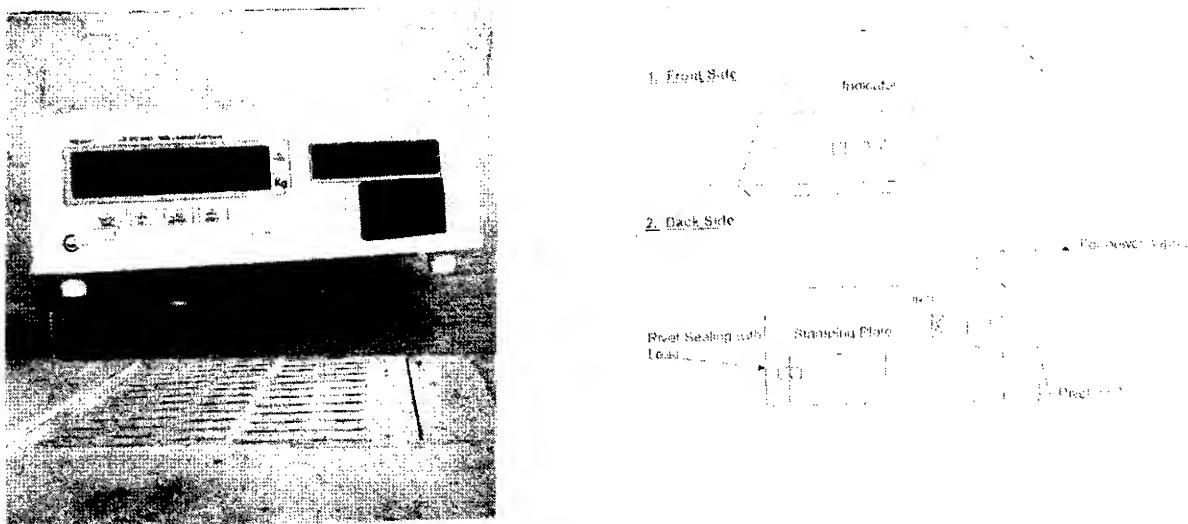
नई दिल्ली, 31 अक्टूबर, 2011

**का.आ. 935.**—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए, मैसर्स स्केलज टेक्नो (इंडिया), सी-12ए, महेन्द्रा इन्कलेव, शास्त्री नगर, गाजियाबाद (उत्तर प्रदेश) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एल टी डब्ल्यू बी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलेक्ट्रोनिक वेंट्रिज) के मॉडल का, जिसके ब्रांड का नाम “लिब्राटेक” है (जिसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/579 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रोनिक वेंट्रिज टाइप) है। इसकी अधिकतम क्षमता 50 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्लनात्मक धारित आधेयतुलन प्रधाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति-1 मॉडल



आकृति-2: मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर डिस्प्ले के राइट साइड/बैक साइड में सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस स्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्रस्तुपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्लिच भी दिया गया है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिसमें उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अन्तराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^8$ ,  $2 \times 10^8$ ,  $5 \times 10^8$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(299)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 935.—** Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Weighbridge Tupe) with digital indication of medium accuracy (Accuracy class-III) of series "LTWB" and with brand name "LIBRATECH" (hereinafter referred to as the said Model), manufactured by M/s. Scales Techno (India), C-12A, Mahendra Enclave, Shastri Nagar, Gahaziabad (U.P.) and which is assigned the approval mark IND/09/10/579.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electornic Weighbridge Type) with a maximum capacity of 50 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model

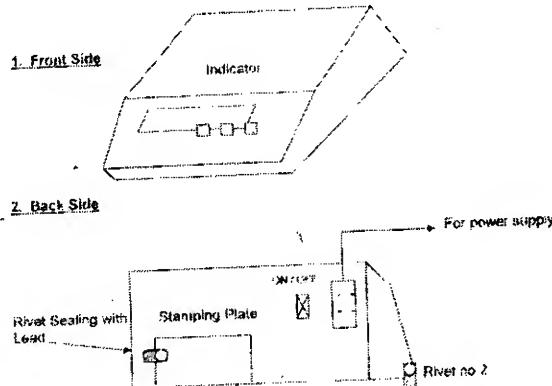


Figure-2: Shematic Diagram of sealing provision of the Model.

Sealing is done on the right side/back side of the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provide in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or above and with 'e' value  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$  where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(299)/2010]

P. N. DIXIT, Director of Legal Metrology

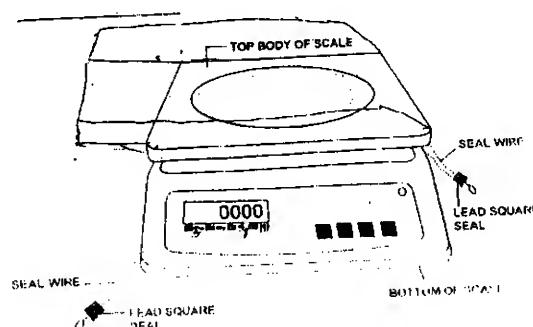
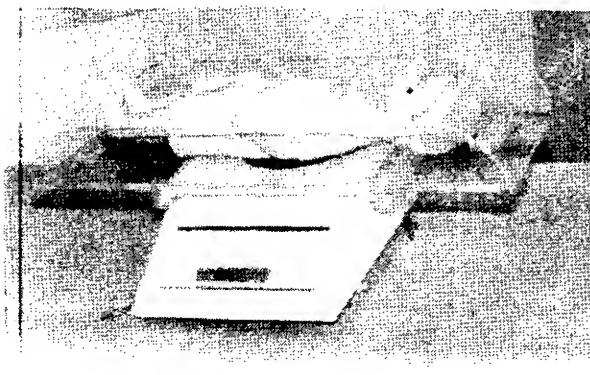
नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 936.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मेडीट्रीन, इंस्ट्रुमेंट्स, मधुबन, 98, पठारे बाड़ी, बगीचा रेस्तरां के सामने, मलवानी चर्च, मार्वे रोड, मलाड (प.) मुंबई-400095 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “बेबी-30” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (शिशु तोलन स्केल) के मॉडल का, जिसके ब्रांड का नाम “मेडीट्रीन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/448 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित स्वचालित तोलन उपकरण (शिशु तोलन स्केल) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वॉल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

## आकृति-1 मॉडल



## आकृति-2: उपकरण के मॉडल का सीलिंग प्रावधान।

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर डिस्प्ले पर सीलिंग की जाती है। डिस्प्ले के ऊपरी कवर और बेस प्लेट से पूरी तरह से सील को जोड़ा जाता है। उसके बाद सील वायर को इन दोनों छेदों में से निकालकर सील से जोड़ा जाता है। मॉडल को सीलबंद करने के उपबंध का एक प्रस्तुपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 5,000 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^4$ ,  $2 \times 10^4$ ,  $5 \times 10^4$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(274)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 936.**— Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Baby Weighing Scale) with digital indication of medium accuracy (Accuracy class-III) of series "Baby-30" and with brand name "MEDITRIN" (hereinafter referred to as the said Model), manufactured by M/s. Meditrin Instruments, Madhuban, 98, Pathare Wadi, Opp. Bageecha Restaurant, Malvani Church, Marve Road, Malad (W), Mumbai-400095 and which is assigned the approval mark IND/09/10/448.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Baby Weighing Scale) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model

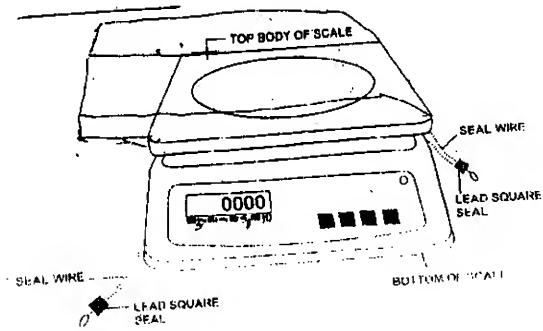
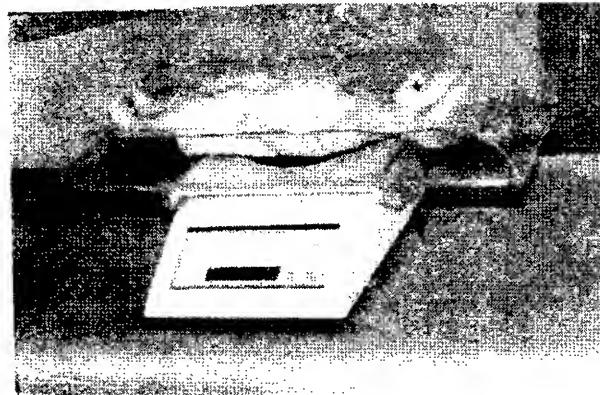


Figure-2: Schematic Diagram of sealing provision of the Model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2 g. and with verification scale interval (n) in the range of 5,000 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(274)/2010]  
B. N. DIXIT, Director of Legal Metrology

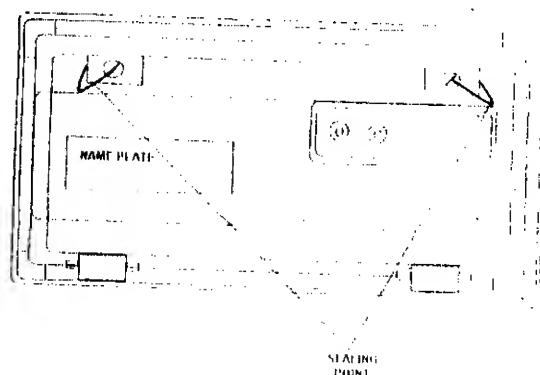
नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 937.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में बर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, मैसर्स ईंचपी व्हेटेकनिक, जीएमबीएच, डिजलस्ट्रीबे 8, डी-77815, बुहल (बाडेन) जर्मन द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एलडी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (क्रेन स्केल-डुअल रेंज) के मॉडल का, जिसके ब्रांड का नाम "ईपीएच" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे भारत में मैसर्स ईंचपी इंडिया, न्यू नं. 15, नार्थ स्ट्रीट, श्रीराम नगर, एलवारपेट, चेन्नई-600018 द्वारा बिक्री से पूर्व या पश्चात् बिना कसी बदलाव के विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/10/615 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित स्वचालित तोलन उपकरण (क्रेन स्केल-डुअल रेंज) है। इसकी अधिकतम क्षमता 20,000 कि.ग्रा. और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 5 कि.ग्रा. से 10,000 कि.ग्रा. तक और 10,000 कि.ग्रा. से 20,000 कि.ग्रा. तक 10 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्लनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्शनीत उपदर्शित करता है। उपकरण 6 डीसी बनी बैटरी में 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रशाय पर कार्य करता है।

आकृति-1 मॉडल



आकृति-2: मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर डिस्प्ले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्लिच भी दिया गया है।

और केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अन्तराल (एन) सहित 500 कि.ग्रा. से 50,000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^8$ ,  $2 \times 10^8$ ,  $5 \times 10^8$ , के हैं, जो धनात्मक या ऋणात्मक पूणीक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(374)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 937.**— Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Crane Scale-Dual Range) with digital indication of medium accuracy (Accuracy class-III) of series "LD" and with brand name "EHP" (hereinafter referred to as the said Model), manufactured by M/s. EHP Wagetechnik GmbH, Dieselstraße 8, D-77815, Buhl (Baden) Germany and marketed in India without any alteration before or after sale by M/s. EHP India, New No. 15, North Street, Sriram Nagar, Alwarpet, Chennai-600018 and which is assigned the approval mark IND/09/10/615.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Crane Scale-Dual Range) with a maximum capacity of 20,000 kg. and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. up to 10,000 kg. and above 10,000 kg. and up to 20,000 kg. is 10 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply with in built battery of 6 DC.

Figure-1 Model

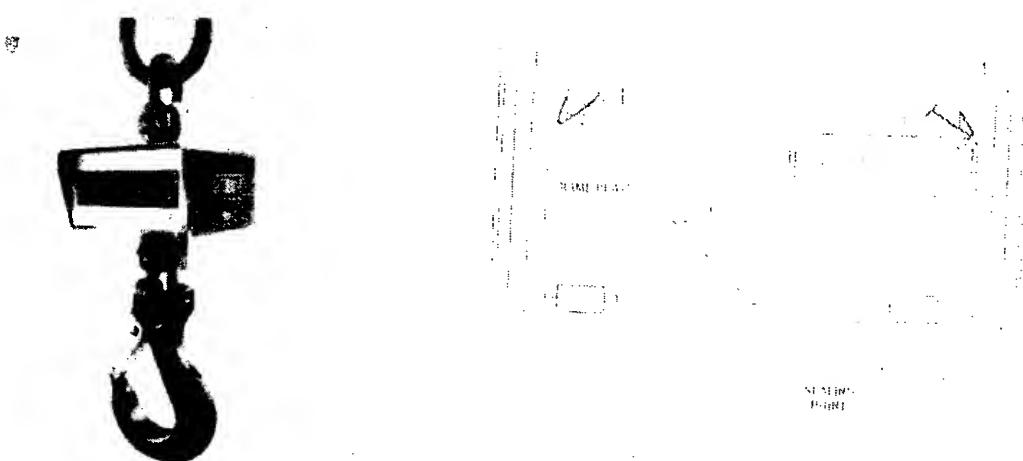


Figure-2: Schematic Diagram of sealing provision of the Model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with capacity above 500 kg. and up to 50,000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$  where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(374)/2010]  
B. N. DIXIT, Director of Legal Metrology

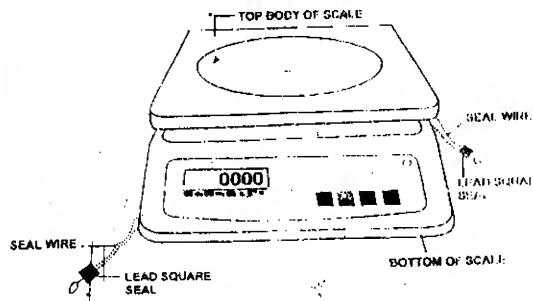
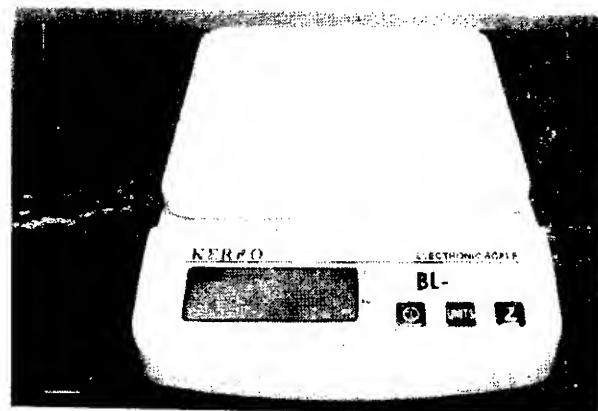
नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 938.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए, जैड डी इंटरनेशनल लि., यूनिट-2301-2, स्टार सेंटर, 443.451, कैसल पीक रोड, कवई छिंग, एनटी, हांग कांग द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग- II) वाले “बीएल” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम “के ई आर आर ओ” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे भारत में मैसर्स एसियाड इंटरनेशनल, रूम नं. 34, मनसूर बिल्डिंग, 98, प्रिंसेस स्ट्रीट, मुंबई-400002 (भारत) द्वारा बिक्री से पूर्व या पश्चात् बिना किसी बदलाव के बिक्रीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/11/114 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित स्वचालित तोलन उपकरण (टेबल टॉप टाइप) है। इसकी अधिकतम क्षमता 1000 ग्रा. और न्यूनतम क्षमता 5 ग्रा. है। सत्यापन मापमान अंतराल (ई) 0.1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदायन पर कार्य करता है।

#### आकृति-1 मॉडल



#### आकृति-2: मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर डिस्प्ले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्रूफपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए एडी कार्ड/मदर बोर्ड में डिप स्लिच भी दिया गया है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि.ग्रा. तक के “ई” मान के लिए 100 से 100,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5,000 से 100,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 मि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^4$ ,  $2 \times 10^4$ ,  $5 \times 10^4$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(370)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 938.**— Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights of Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy class-II) of series "BL" and with brand name "KERRO" (hereinafter referred to as the said Model), manufactured by ZD International Ltd., Unit-2301-2, Star Centre, 443-451, Castle Peak Road, Kwai Ching, N. T., Hong Kong and sold in India without any alteration before or after sale by M/s. Asiad International, Room No. 34, Mansoor Building, 98, Princess Street, Mumbai-400002 (India) and which is assigned the approval mark IND/09/11/114;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 1,000 g. and minimum capacity of 5 g. The verification scale interval (e) is 0.1g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model

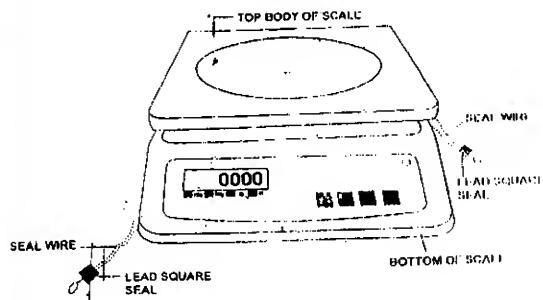
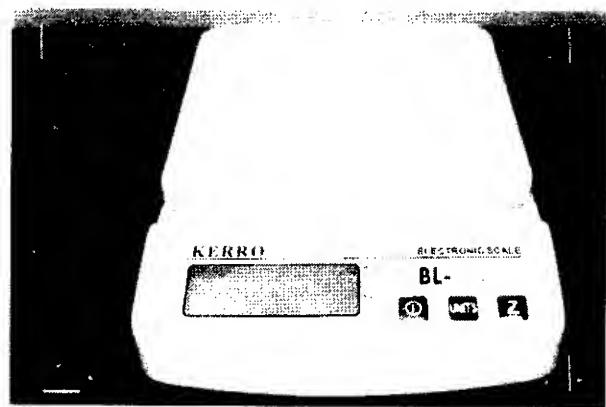


Figure-2: Schematic Diagram of sealing provision of the Model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the Model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 100,000 for 'e' value of 1mg. to 50 mg. and with verification scale interval (n) in the range of 5,000 to 100,000 for 'e' value of 100 mg. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$  where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

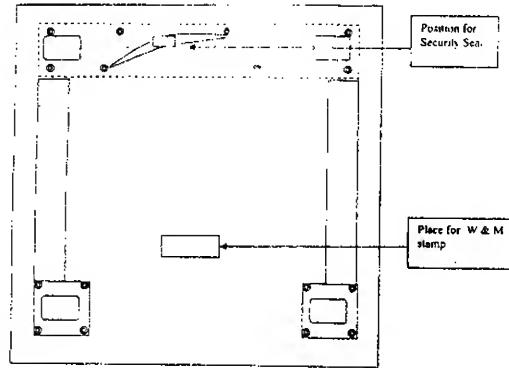
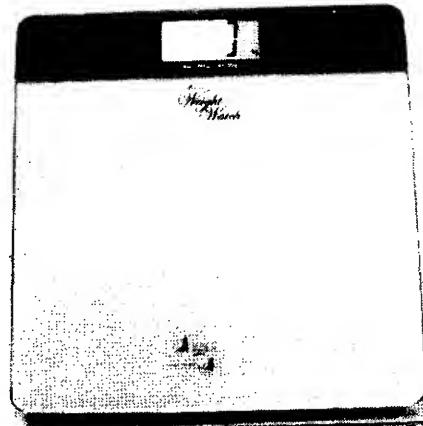
नई दिल्ली, 31 अक्टूबर, 2011

**का.आ. 939.**—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए, मैसर्स मोरेपेन लैबोरेट्रिज लि., 508, अंतरिक्ष भवन, 22, के. जी. मार्ग, नई दिल्ली-110001 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "डीएस" शृंखला के अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक व्यक्ति तोलन मशीन) के मॉडल का, जिसके ब्रांड का नाम "डा. मोरेपेन वेट एंड वाच" है (जिसे इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डो/09/10/498 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक व्यक्ति तोलन मशीन) है। इसकी अधिकतम क्षमता 180 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 0.1 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लिंकिंड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 3 वोल्ट्स डीसी विद्युत प्रदाय पर कार्य करता है।

आकृति-1 मॉडल



आकृति-2: उपकरण के मॉडल का सीरिंग प्रावधान।

स्केल की बाटम साइड में बनाए गए छेद में से सीरिंग वायर निकाल कर छेद पर सीरिंग की जाती है। स्टाम्पिंग के लिए स्केल की बाड़ी में लीड सील के साथ सीरिंग वायर निकाल कर स्टाम्पिंग प्लेट को जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अन्तराल (एन) सहित 200 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^3$ ,  $2 \times 10^3$ ,  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(298)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 939.**— Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights of Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves and issues the certificate of approval of the model of non-automatic weighing instrument (Electronic Person Weighing Machine) with digital indication of medium accuracy (Accuracy class-III) of series "DS" and with brand name "Dr. Morepen Weight and Watch" (hereinafter referred to as the said Model), manufactured by M/s. Morepen Laboratories Ltd., 508, Antriksh Bhawan, 22, K.G. Marg, New Delhi-110001 and which is assigned the approval mark IND/09/10/498.

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Person Weighing Machine) with a maximum capacity of 180 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 0.1 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Display (LCD) indicates the weighing result. The instrument operates on 3 Volts DC.

Figure-1 Model

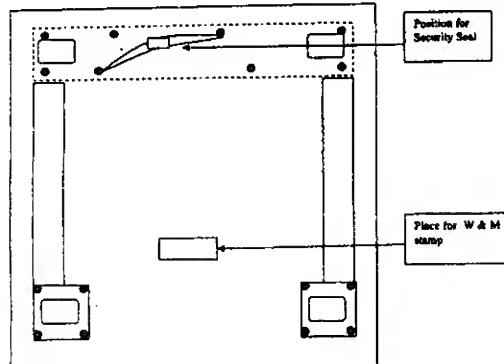
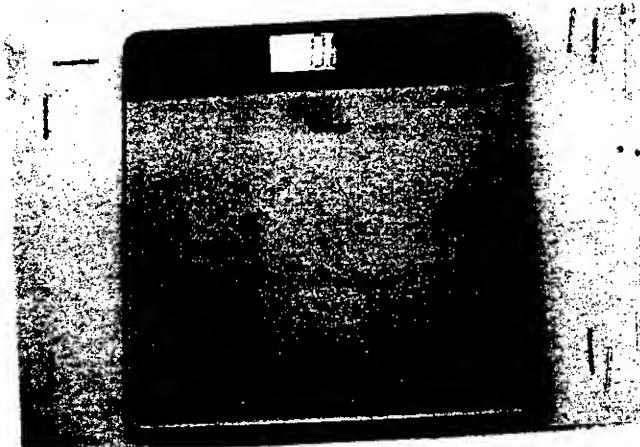


Figure-2: Sealing diagram of sealing provision of the Model.

Sealing is done through the hole, made in the bottom side of the scale, and then sealing wire is passed through these holes. Stamping plate is connected through sealing wire passing from the body of the scale with lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 200 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$  where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(298)/2010]  
B. N. DIXIT, Director of Legal Metrology

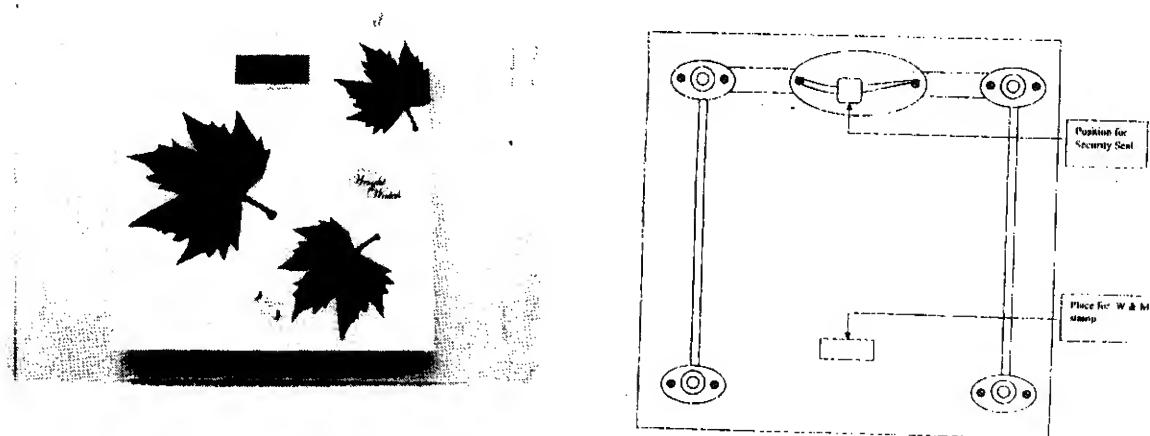
नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 940.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए, पैसर्स मोरेपेन लैबोरेट्रिज लि., 508, अंतरिक्ष भवन, 22, के. जी. मार्ग, नई दिल्ली-110001 द्वारा विनिर्मित पथ्यम यथार्थता (यथार्थता वर्ग-III) वाले “डीएस 02” शृंखला के अस्वचालित तोलन उपकरण (इलेक्ट्रोनिक व्यक्ति तोलन मशीन) के मॉडल का, जिसके ब्रांड का नाम “डा. मोरेपेन वेट एंड वाच” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/499 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रोनिक व्यक्ति तोलन मशीन) है। इसकी अधिकतम क्षमता 150 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 0.1 कि.ग्रा. है। इसमें एक आधेयतुलन उपर्युक्त करता है। उपकरण 3 वोल्ट्स डीसी विद्युत प्रदाय पर कार्य करता है।

## आकृति-1 मॉडल



आकृति-2: उपकरण के मॉडल का सीलिंग प्रावधान।

स्केल की बाटम साइड में बनाए गए छेद में से सीलिंग वायर निकाल कर छेद पर सीलिंग की जाती है। स्टार्मिंग के लिए स्केल की बाड़ी डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 200 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान  $1 \times 10^8$ ,  $2 \times 10^8$ ,  $5 \times 10^8$ , के हैं, जो धनात्मक या त्रृट्यात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(298)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 940.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights of Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves and issues the certificate of approval of the model of non-automatic weighing instrument (Electronic Person Weighing Machine) with digital indication of Medium Accuracy (Accuracy class-III) of series "DS-02" and with brand name "Dr. Morepen Weight & Watch" (hereinafter referred to as the said Model), manufactured by M/s. Morepen Laboratories Ltd., 508, Antriksh Bhawan, 22, K.G Marg, New Delhi-110001 and which is assigned the approval mark IND/09/10/499;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Person Weighing Machine) with a maximum capacity of 150 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 0.1 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Display (LCD) display indicates the weighing results. The instrument operates on 3 Volts DC.

Figure-1 Model

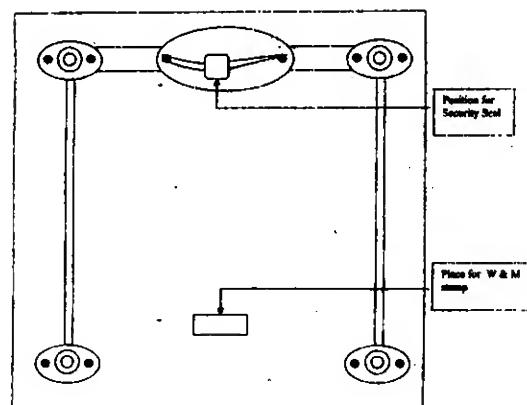


Figure-2: Sealing diagram of the sealing provision of the Model

Sealing is done through the hole, made in the bottom side of the scale, and then sealing wire is passed through these holes. Stamping plate is connected through sealing wire passing from the body of the scale with lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the ~~weighing instrument~~ of similar make accuracy and performance of same series with maximum capacity up to 200 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(298)/2010]

B. N. DIXIT, Director of Legal Metrology

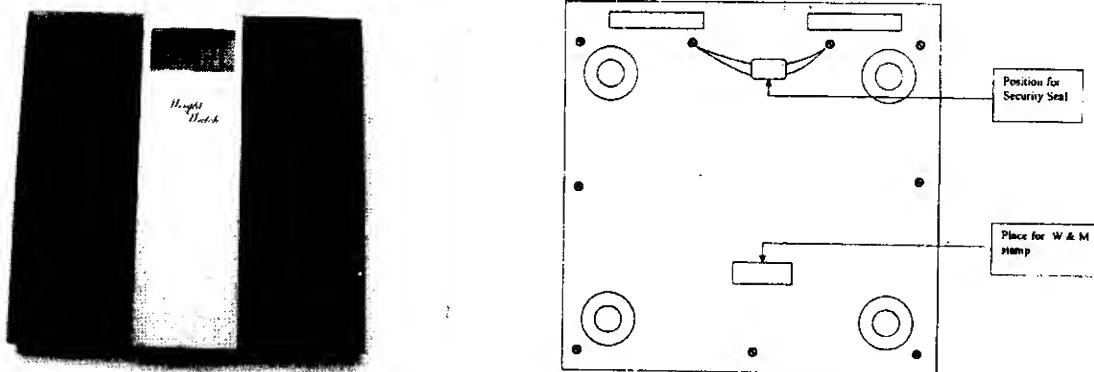
नई दिल्ली, 31 अक्टूबर, 2011

का.आ. 941.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए, मैसर्स मोरेपेन लैबोरेट्रिज लि., 508, अंतरिक्ष भवन, 22, के. जी. मार्ग, नई दिल्ली-110001 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग- III) वाले "डीएस 03" शृंखला के अस्वचालित तोलन उपकरण (इलेक्ट्रोनिक व्यक्ति तोलन मशीन) के मॉडल का, जिसके ब्रांड का नाम "डॉ. मोरेपेन वेट एंड वाच" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/500 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रोनिक व्यक्ति तोलन मशीन) है। इसकी अधिकतम क्षमता 150 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 0.1 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लिकिवड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 3 बोल्ट्स डीसी विद्युत प्रदाय पर कार्य करता है।

#### आकृति-1 मॉडल



#### आकृति-2: उपकरण के मॉडल का सीलिंग प्रावधान

स्केल की बाटम साइड में बनाए गए छेद में से सीलिंग वायर निकाल कर छेद पर सीलिंग की जाती है। स्टार्पिंग के लिए स्केल की बाड़ी में सीड सील के साथ सीलिंग वायर निकाल कर स्टार्पिंग प्लेट को जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्रसूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, वर्थार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 200 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^8$ ,  $2 \times 10^8$ ,  $5 \times 10^8$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(298)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st October, 2011

**S.O. 941.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights of Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves and issues the certificate of approval of the model of non-automatic weighing instrument (Electronic Person Weighing Machine) with digital indication of medium accuracy (Accuracy class-III) of series "DS 03" and with brand name "Dr. Morepen Weight & Watch" (hereinafter referred to as the said Model), manufactured by M/s. Morepen Laboratories Ltd., 508, Antriksh Bhawan, 22, K. G. Marg, New Delhi-110001 and which is assigned the approval mark IND/09/10/500;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Person Weighing Machine) with a maximum capacity of 150 kg and minimum capacity of 2 kg. The verification scale interval (e) is 0.1 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Liquid Crystal Display (LCD) display indicates the weighing results. The instrument operates on 3 Volts DC.

Figure-1 Model

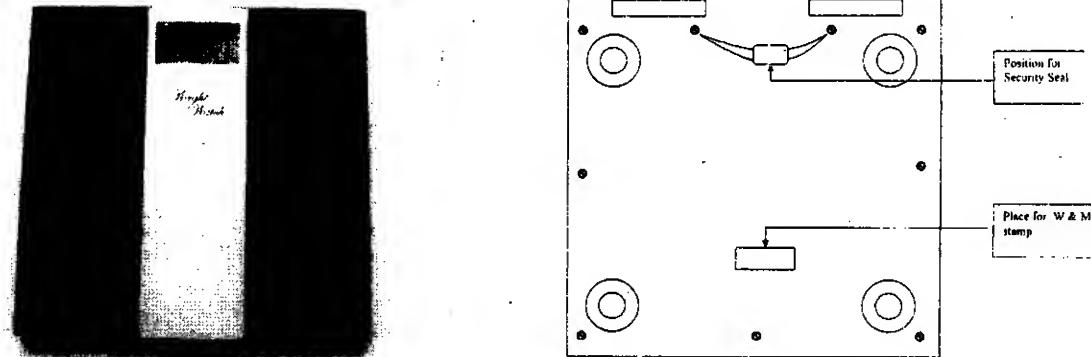


Figure-2: Sealing diagram of the sealing provision of the Model.

Sealing is done through the hole, made in the bottom side of the scale, and then sealing wire is passed through these holes. Stamping plate is connected through sealing wire passing from the body of the scale with lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 200 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(298)/2010]

B. N. DIXIT, Director of Legal Metrology

( भारतीय मानक व्यूरो )

नई दिल्ली, 16 जनवरी, 2012

का.आ. 942.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृति करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा.मा	भाग	अनु.	वर्ष
1.	3781372	02-12-2011	ओजस ऑक्वा इन्टरप्राइजेस, गट सं. 533, ए-1, अंट पोस्ट, वेरल, साई नगर, तालुका खेड, जिला-रत्नागिरी-415709	पैकेजबंद पीने का पानी (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004

[सं. सीएमडी 13:11]

देवदत झा, वैज्ञानिक 'एफ' एवं प्रमुख

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 16th January, 2012

S. O. 942.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

## SCHEDULE

Sl. No.	Licences No.	Grant Date	Name & Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
I.	3781372	02-12-2011	Ozas Aqua Enterprises Gat No. 533, A-1, at Post : Veral, Sai Nagar Tal: Khed Distt. Ratnagiri-415 709	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	—	—	2004

[No. CMD/13:11]

DEV DUTT JHA, Scientist "F" &amp; Head

नई दिल्ली, 16 जनवरी, 2012

का.आ. 943.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :—

## अनुसूची

क्रम संख्या	लाइसेंस संख्या सीएमएल-	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
I.	7913686	सोहम इंडस्ट्रीज, प्लॉट सं. सी-12, एम आई डी सी, एरिया, गणे-खोपोली, चिपलून, रत्नागिरी-415605	पैकेजबंद पीने का पानी (पैकेजबंद प्राकृतिक मिनरल जल के अलावा) आई एस 14543 : 2004	12-12-2011

[सं. सीएमडी 13:11]

देवदत झा, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 16th January, 2012

S. O. 943.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of India Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each :

## SCHEDULE

Sl. No.	Licences No. CM/L-	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
1.	7913686	M/s. Sohum Industries Plot No. C-12, MIDC Area, Gane-Khadpoli Chiplun Ratnagiri-415 605	Packaged Drinking Water (Other than Packaged Natural Mineral Water) IS 14543 : 2004	12-12-2011

[No. CMD/13:11]

DEV DUTT JHA, Scientist "F" &amp; Head

नई दिल्ली, 17 फरवरी, 2012

का.आ. 944.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :—

## अनुसूची

संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)
आई एस 15549 : 2005 स्थिर वाल्व नियंत्रित लैड एसिड बैटरियाँ— विशिष्टि	01 फरवरी, 2012	17-02-2012

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[ संदर्भ : ईटी 11/टी-67 ]

आर.के. त्रेहन, वैज्ञानिक 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 17th February, 2012

S. O. 944.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standard hereby notifies that amendment to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued :

## SCHEDULE

No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)
IS 15549 : 2005, Stationary valve regulated lead acid batteries—Specification	01 February, 2012	17-02-2012

Copy of this Amendment is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[ Ref: ET 11/T-67 ]

R. K. TREHAN, Scientist 'E' and Head (Electrotechnical)

नई दिल्ली, 2 मार्च, 2012

का.आ. 945.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के उप विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं, को लाइसेंस प्रदान किए गए हैं :

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा संख्या	भाग	अनु वर्ष
01	3799694	01-02-2012	न्युएज टेक्नोकास्ट प्राइवेट लिमिटेड प्लॉट नं. 86 पी-87पी, एल एम एस कंपाऊन्ड, जीआईडीसी फेज 1, सुरेन्द्रनगर, गुजरात-363035	लैंडिंग वाल्व्स	आईएस 5290		1993
02	3799795	01-02-2012	मीना ज्वेलर्स स्टार एपार्टमेन्ट, अमीन मार्ग, राजकोट, गुजरात-360001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन-विशिष्टि	आईएस 1417		1999
03	3799593	01-02-2012	न्युएज टेक्नोकास्ट प्राइवेट लिमिटेड प्लॉट नं. 86 पी-87पी, एल एम एस कंपाऊन्ड, जीआईडीसी फेज 1, सुरेन्द्रनगर, गुजरात-363035	अग्नि शामक हौज का शाखा पाइप वितरण कपलिंग नोजल	आईएस 903		1993
04	3799997	02-02-2012	यश एन्टरप्राइज सर्वे नं. 169 पाइकी 90/92/ पी1/पी 9, गाँव ध्रूव, तालुका मुन्द्रा, जिला कच्छ, गुजरात-370421	बोतल बंद पानी (प्राकृतिक खनिज पदार्थ के अतिरिक्त जल)	आईएस 14543		2004
05	3800047	02-02-2012	अक्षर वाटर सोल्युशन इनकार्पोरेशन प्लॉट नं. 12, सर्वे नं 75/1, जेतपुर धोरजी राष्ट्रीय राजमार्ग 8 बी, तालुका जेतपुर, जिला कच्छ, गुजरात-360370	बोतल बंद पानी (प्राकृतिक खनिज पदार्थ के अतिरिक्त जल)	आईएस 14543		2004
06	3800552	03-02-2012	सागर इरीगेशन प्राइवेट लिमिटेड प्लॉट नं. 109 से. 111, पुराना राष्ट्रीय राजमार्ग, बामनबोर जीआईडीसी, गाँव नबागाम, तालुका चोटीला, जिला राजकोट, गुजरात-363520	सिंचाई उपस्कर-स्प्रिंकलर पाइप-विशिष्टि भाग 1 पालीएथिलीन पाइप	आईएस 14151	1	1999
07	3800653	06-02-2012	सागर इरीगेशन प्राइवेट लिमिटेड प्लॉट नं. 109 से. 111, पुराना राष्ट्रीय राजमार्ग, बामनबोर जीआईडीसी, गाँव नबागाम, तालुका चोटीला, जिला राजकोट, गुजरात-363520	सिंचाई उपस्कर-स्प्रिंकलर पाइप-विशिष्टि भाग 2 सहज संयोजी पालीएथिलीन पाइप तथा फिटिंग्स	आईएस 14151	2	2008

08	3800855	06-02-2012	उत्कर्ष बार्स प्रा.लि., बी-903, ९वां तल्ला, द इंपिरियल हाईट्स, 150 फीट रिंग रोड, राजकोट, गुजरात-360005	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	आईएस 1786	2008
09	3800754	06-02-2012	सोनेरा टाईम एन्ड लाईट मैन्युफैक्चुरिंग कम्पनी, मोरबी राजकोट हाईवे रोड, शक्त सनाता, मोरबी, जिला राजकोट, गुजरात-363641	घरेलू और समान कार्यों के लिए स्विच-विशिष्टि	आईएस 3854	1997
10	3801857	08-02-2012	आश्रय ज्वेलर्स, सहयोग होस्पीटल के नीचे, मवडी मैन रोड, विश्वेस्वर मंदिर के सामने, राजकोट, गुजरात-360001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन-विशिष्टि	आईएस 1417	1999
11	3802051	08-02-2012	ऊमीया ज्वेलर्स, मोर्ची गली, शाक मार्केट रोड, माणावदर, जिला जुनागढ़, गुजरात-362630	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन-विशिष्टि	आईएस 1417	1999
12	3802960	09-02-2012	के डी बेवरेजीस, 11, लाती प्लॉट (सदगुरु नगर), कुवाडवा रोड (एरीया), राजकोट, गुजरात-360003	बोतल बंद पानी (प्राकृतिक खनिज पदार्थ के अतिरिक्त जल)	आईएस 14543	2004
13	3802657	09-02-2012	कनाडीया फायर फाइटर प्राइवेट लिमिटेड, प्लॉट नं. 8, पारस इन्डस्ट्रीयल एस्टेट, गरीब शाह पीर, शीहोर, जिला भावनगर, गुजरात-364240	पोर्टेबल फायर एक्स्टींग्वीशर्स-परफारमेंस एण्ड कंस्ट्रक्शन-विशिष्टि	आईएस 15683	2006
14	3803760	14-02-2012	जे के ज्वेलर्स, एम जी रोड, तालुका बेरावल, जिला जुनागढ़, गुजरात-362265	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन-विशिष्टि	आईएस 1417	1999
15	3803962	14-02-2012	रुशील डेकार लिमिटेड, सर्वे नं. 270, सुरेन्द्रनगर, ध्रगंधा रोड, गाँव नवागढ़ तालुका ध्रगंधा, जिला सुरेन्द्रनगर, गुजरात-363310	सामान्य प्रयोजनों के लिए लकड़ी के पार्टिकल बोर्ड (मध्यम घनत्व)	आईएस 3087	2005
16	3805764	16-02-2012	अल्टो इन्डस्ट्रीज़, वावड़ी, सर्वे नं. 30, नीरमल इन्डस्ट्रीयल एरिया, पुनम डम्पर के पीछे, प्राइम पेकेजिंग के सामने, गोंडल रोड, राजकोट, गुजरात-360004	सबर्मसिल पम्पसेट्स	आईएस 8034	2002

17	3805663	16-02-2012	अल्टो इन्डस्ट्रीज़, वावड़ी, सर्वे नं. 30, नीरमल इन्डस्ट्रीयल एरिया, पुनम डम्पर के पीछे, प्राइम पेकेजिंग के सामने, गोंडल रोड, राजकोट, गुजरात-360004	खुले कुएं के लिए सबमर्सीबल पम्पसेट्स	आईएस 14220	1994
18	3807768	27-02-2012	ओमेक रब्बर इन्डस्ट्रीज़, धर्मगेघ इन्डस्ट्रीयल एस्टेट, मोरबी राजकोट राजमार्ग, गांव वीरपुर, तालुका टंकारा, जिला राजकोट, गुजरात-363650	ऑटोमोटिव वेहिकल्स ट्रूब्स फार पेन्यूमैटिक टायर	आईएस	1991
19	3807869	27-02-2012	शुक्ला रब्बर प्राइवेट लिमिटेड, 1 फ्लोर, शुक्ला हाऊस, बालाश्रम के पास, गोंडल रोड, जिला राजकोट, गुजरात-360002	ऑटोमोटिव वेहिकल्स ट्रूब्स फार पेन्यूमैटिक टायर	आईएस 13098	1991
20	3807970	27-02-2012	श्रीजी ज्वेलर्स, मांडवी चौक, सोनी बाजार मेन रोड राजकोट गुजरात-360001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन-विशिष्टि	आईएस 1417	1999
21	3808265	29-02-2012	रॉयल पॉलिमर्स, लती प्लॉट, कोलकी रोड, उपलेटा, जिला-राजकोट, गुजरात-370110	पेयजल आपूर्ति के लिए अप्लास्टिक टीवीसी पाइप	आईएस 4985	2000
22	3808366	29-02-2012	जीनस इलेक्ट्रोटेक लि., सर्वे नं. 43, मेघपर बोरीची, गलपादर रोड, तालुका अंजार, जिला कच्छ, गुजरात-370110	एसी स्टैटिक वाटऑवर मीटर, क्लास 1 एवं 2	आईएस 13779	1999

[सं. केन्द्रीय प्रमाणन विभाग/ 13 : 11]

एम. राधाकृष्ण, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi the 2nd March, 2012

**S. O. 945.**—In pursuance of sub-regulation (5) of Regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :

## SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and address of the party	Title of the Standard	IS No.	Part.S	ec. Year
01	3799694	01-02-2012	Newage Technocast Pvt. Ltd. Plot No. 86P-87P, LMS Compound, GIDC Phase-I, District-Surendranagar Gujarat-363035	Landing Valves	5290		1993
02	3799795	01-02-2012	Meena Jewellers, Star Apartment, Amin Marg, Rajkot, Gujarat-360001	Gold and Gold Alloys, Jewellery-Artefacts- Fineness and Marking	1417		1999

03	3799593	01-02-2012	Newage Technocast Pvt. Ltd. Plot No. 86P-87P, LMS Compound, GIDC Phase-I, Surendranagar, Gujarat-363035	Fire Hose Delivery Couplings, Branch Pipe, Nozzles and Nozzle Spanner	1417	1999
04	3799997	02-02-2012	Yash Enterprise, Survey No. 169, Paiki 90/92/PI/P9 Village Dhrab, Taluka-Mundra, District- Kachchh Gujarat-370421	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	2004
05	3800047	02-02-2012	Akshar Water Solution Incorporation Plot No. 12, Survey No. 75/1, Jetpur Dhoraji, NH 8-B, Jetpur, District- Rajkot, Gujarat-360370	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	2004
06	3800552	03-02-2012	Sagar Irrigation Pvt. Ltd. Plot No. 109 To 111, Old National Highway, Bamanbore GIDC, At Village Navagam Taluka-Chotila, District- Rajkot, Gujarat-363520	Irrigation Equipment - Sprinkler Pipes—Part 1 Polyethylene Pipes	14151	Part 1 1999
07	3800653	06-02-2012	Sagar Irrigation Pvt. Ltd. Plot No. 109 To 111, Old National Highway Bamanbore GIDC, At Village Navagam Taluka-Chotila, District- Rajkot, Gujarat-363520	Irrigation Equipment - Sprinkler Pipes—Part 2 Quick Coupled Polyethylene Pipes	14151	Part 2 2008
08	3800855	06-02-2012	Utkarsh Bars Pvt. Ltd. B-903, 9th Floor, The Imperial Heights, 150 Feet Ring Road, Rajkot, Gujarat-360005	High Strength Deformed Steel Bars and Wires for Concrete Reinforcement	1786	2008
09	3800754	06-02-2012	Sonera Time & Light Mfg. Co. Rajkot Road, S. Sanala, Morbi, District-Rajkot, Gujarat-363641	Switches for Domestic and Similar Purposes	3854	1997
10	3801857	08-02-2012	Ashray Jewellers Under Sahyog Hospital, Mavdi Main Road, Opp. Vishveshvar Temple, Rajkot, Gujarat-360004	Gold and Gold Alloys, Jewellery-Artefacts - Fineness and Marking	1417	1999
11	3802051	08-02-2012	Umiya Jewellers Mochi Street, Shak Market Road, Manavadar Junagadh, Gujarat-362630	Gold and Gold Alloys, Jewellery-Artefact Fineness and Marking	1417	1999
12	3802960	09-02-2012	K. D. Beverages, 11, Lati Plot (Sadgurunagar), Kuvadva Road (Area), Rajkot, Gujarat-360003	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	2004

13.	3802657	09-02-2012	Kanadiya Fyr Fyter Private Limited Plot No 8, Paras Industrial Estate, Near Garibsha Pir, Sihor, District Bhavnagar, Gujarat-364240	Portable Fire Extinguishers- Performance and Construction- Specification.	15683	2006
14.	3803760	14-02-2012	J K Jewellers M G Road, Veraval, District-Junagadh, Gujarat -362265	Gold and Gold Alloys, Jewellery-Artefacts - Fineness and Marking -	1417	1999
15.	3803962	14-02-2012	Rushil Decor Ltd. Survey No. 270, Surendranagar Dhrangadhra Road, Village Navalgadh, Taluka Dhrangadhra District- Surendranagar Gujarat-363310	Wood Particle Boards (Medium Density) for General Purposes	3087	2005
16.	3805764	16-02-2012	AI to Industries Vavdi Survey No. 30, Nirmal Industrial Area, B/H Punam Dumper, Opp. Prime Packaging, Gondal Road, Rajkot-360004	Submersible Pumpsets —	8034	2002
17.	3805663	16-02-2012	Alto Industries Vavdi Survey No. 30, Nirmal Industrial Area, B/H Punam Dumper, Opp. Prime Packaging, Gondal Road, Rajkot Gujarat-360004	Openwell Submersible Pump Sets —	14220	1994
18.	3807768	27-02-2012	OMEC Rubber Industries Dharmamegh Industrial Estate, Tubes For Pneumatic tyres— Morbi Rajkot Highway, Village Virpar, Taluka Tankara Tyres, District- Rajkot Gujarat-363650	Automotive Vehicles —	13098	1991
19.	3807869	27-02-2012	Shukla Rubber Private Limited Ist Floor, Shukla House, Nr. Balashram, Gondal Road, Rajkot-360002	Automotive Vehicles - Tubes for Pneumatic Tyres -	13098	1991
20.	3807970	27-02-2012	Shreeji Jewellers Mandvi Chowk, Soni Bazar Main Road, Rajkot, Gujarat-360001	Gold and Gold Alloys, Jewellery-Artefacts Fineness And Marking —	1417	1999
21.	3808366	29-02-2012	Royal Polymers Lati Plot, Koko Road, Upleta District Rajkot Gujarat-360490	Unplasticized PVC Pipes for potable Water Supplies -	4985	2000

22	3808366	29-02-2012	Genus Electrotech Ltd. Survey No. 43, Meghpar Borichi, Galpadar Road, Taluka-Anjar, Meghpar Borichi, District- Kachchh Gujarat-370110	AC Static Watthour Meters, Class 1 and 2	13779	1999
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[No. CMD/13:11]

M. RADHAKRISHNA, Sc. 'F' &amp; Head

## कोयला मंत्रालय

नई दिल्ली, 27 फरवरी, 2012

का.आ. 946.—केंद्रीय सरकार को प्रतीत होता है, कि इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में कोयला अभिप्राप्त किये जाने की संभावना है;

और उक्त अनुसूची में वर्णित भूमि के क्षेत्र के अंतर्गत आने वाले रेखांक संख्या एम.सी.एल./एस.ए.एम.बी./जी.एम. (सी.पी.एण्ड पी.)/कलिंग वेस्ट ब्लॉक/2011/14, तारीख 30 अगस्त, 2011 का निरीक्षण महाप्रबंधक (भू एवं राजस्व), महानदी कोलफील्ड्स लिमिटेड, जागृति विहार, बुर्ला, सम्बलपुर-768020 (उड़ीसा) के कार्यालय में या कलेक्टर और जिला मैजिस्ट्रेट, अनगुल (उड़ीसा) के कार्यालय में या कोयला नियंत्रक, 1 कार्डिसिल हाउस स्ट्रीट, कोलकाता के कार्यालय में किया जा सकता है;

अतः अब, केंद्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उप-धारा (1) द्वारा शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि से कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है;

उक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, महाप्रबंधक (भू एवं राजस्व), महानदी कोलफील्ड्स लिमिटेड, जागृति विहार, बुर्ला, सम्बलपुर-768020 (उड़ीसा) के समक्ष—

- (1) संपूर्ण भूमि या उसके किसी भाग के अर्जन या ऐसी भूमि में या उस पर के किन्हीं अधिकारों के प्रति आक्षेप कर सकेगा, या
- (2) भूमि के प्रतिकर में किसी हित का या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का दावा कर सकेगा, या
- (3) प्रभावहीन हो गई पूर्वेक्षण अनुज्ञितियों, खनन पट्टों के अधीन अर्जित किए जाने पर अधिकारों के लिए प्रतिकर की मांग कर सकेगा और उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट भूमि के कोरों से संग्रहण या अन्य खनिज नमूनों तथा उनके सम्पर्क विश्लेषण को तथा किसी अन्य सुसंगत अभिलेख या सामग्रियों की निर्मिति से संबंधित सभी मानचित्र, चार्ट और अन्य दस्तावेज परिदृष्ट कर सकेगा ।

## अनुसूची

## महानदी कोलफील्ड्स लिमिटेड

कलिंग वेस्ट जीओलोजिकल ब्लॉक ऑफ तलचेर कोलफील्ड्स

कोल माइनिंग ब्लॉक

बलराम एक्स्प्रेसन ओ.सी.पी.

जिला-अनगुल, उड़ीसा

[ रेखांक संख्या एम.सी.एल./एस.ए.एम.बी./जी.एम. (सी.पी.एण्ड पी.)/कलिंग वेस्ट ब्लॉक/2011/14, तारीख 30 अगस्त, 2011 ]

क्रम ब्लॉक सं.	ग्राम संख्या	ग्राम संख्या	थाना	थाना संख्या	तहसील	जिला	राज्य	एकड़ में क्षेत्र (लगभग)	टिप्पण्यां
1	ब्लॉक-ए							28.01	भाग
2	ब्लॉक-बी	बिरबरपुर	290	कोलियरी	4	तलचेर	अनगुल	0.78	भाग
3	ब्लॉक-सी							10.71	भाग
4	ब्लॉक-डी							3.05	भाग

कुल : 4255 एकड़ या 17.22 हेक्टर (लगभग)

**सीमा वर्णन :-**

**ब्लाक-ए :**

**क-ख-ग :** रेखा बिंदु 'क' से आरंभ होती है जो ग्राम खुरिंगा, सोलाडा और बिरबरपुर का त्रिजंक्षन बिंदु है, फिर ग्राम सोलाडा की सम्मिलित ग्राम सीमा से गुजरती है और बिंदु 'ख' पर मिलती है, फिर ग्राम सोलाडा और बिरबरपुर की भागत: सम्मिलित ग्राम सीमा से गुजरती हुई बिंदु 'ग' पर मिलती है।

**ग-घ :** रेखा प्लाट संख्या 131, 130, 116 की दक्षिणी सीमा प्लाट संख्या 107 की भागत: उत्तरी और पूर्वी सीमा, प्लाट संख्या 181 की पूर्वी और उत्तरी और भागत: पश्चिमी सीमा, प्लाट संख्या 187 की पश्चिमी सीमा, प्लाट संख्या 106 की भागत: उत्तरी सीमा, प्लाट संख्या 82 की उत्तरी सीमा, प्लाट संख्या 62 की पूर्वी और उत्तरी सीमा, फिर प्लाट संख्या 63, 18, 19, 29, 140, 30 और 31 की उत्तरी सीमा से गुजरती हुई बिंदु "घ" पर मिलती है।

**घ क :** फिर ग्राम खुरिंगा और बिरबरपुर की भागत: सम्मिलित ग्राम सीमा से गुजरती हुई आरंभ बिंदु 'क' पर मिलती है।

**ब्लाक-बी :**

**ट-च-छ-ड :** रेखा बिंदु 'ड' से आरंभ होकर प्लाट संख्या 136 की उत्तरी सीमा से गुजरती हुई बिंदु 'च' पर मिलती है। फिर प्लाट संख्या 33, 160 से गुजरती हुई 'छ' पर मिलती है फिर प्लाट संख्या 160 और 134 की पश्चिमी सीमा से गुजरती हुई आरंभ बिंदु 'ड' पर मिलती है।

**ब्लाक-सी :**

**ज-झ-ओ-ट-ज :** रेखा बिंदु 'ज' से आरंभ होकर प्लाट संख्या 154 की उत्तरी सीमा से गुजरती हुई प्लाट संख्या 157, 158, 159 से गुजरती हुई बिंदु 'झ' पर मिलती है फिर प्लाट संख्या 159 की पूर्वी सीमा से गुजरती हुई बिंदु 'ओ' पर मिलती है फिर ग्राम मङ्गिका और कलाम्बुइन की भागत: ग्राम सीमा से गुजरती हुई बिंदु 'ट' पर मिलती है। फिर प्लाट संख्या 156, 155, 154 की पश्चिमी सीमा से गुजरती हुई आरंभ बिंदु 'ज' पर मिलती है।

**ब्लाक-डी :**

**त ड ढ ण-ठ :** रेखा बिंदु 'ठ' से आरंभ होकर प्लाट संख्या 114 की पूर्वी सीमा से गुजरती हुई, फिर प्लाट संख्या 133 की उत्तरी सीमा से गुजरती हुई बिंदु 'ड' पर मिलती है, फिर प्लाट संख्या 133 की पूर्वी सीमा से गुजरती हुई बिंदु 'ढ' पर मिलती है, फिर प्लाट संख्या 133 की पश्चिमी सीमा से गुजरती हुई बिंदु 'ण' पर मिलती है, फिर प्लाट संख्या 133 और प्लाट संख्या 114 की पश्चिमी सीमा से गुजरती हुई आरंभ बिंदु 'ठ' पर मिलती है।

[फा. सं. 43015/15/2011-पीआरआईडब्ल्यू-1]

ए. के. दास, अवर सचिव

### MINISTRY OF COAL

New Delhi, the 27th February, 2012

**S. O. 946.**—Whereas, it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the locality described in the Schedule annexed hereto;

And whereas, the plan bearing number MCL/SAMB/GM (CP&P)/Kalinga West Block/2011/14 dated the 30th August, 2011 of the area of land described in the said Schedule may be inspected at the office of the General Manager, I/R & R. Mahanadi Coalfields Limited, Jagruti Vihar, Burla, Sambalpur-768020 (Orissa) or at Office of the Collector and the District Magistrate, Angul (Orissa) or at Office of the Coal Controller, 1, Council House Street, Kolkata;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Area (Acquisitions and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal from land described in the said Schedule;

Any person interested in the land described in the said Schedule may—

- (i) object to the acquisition of the whole or any part of the land, or of any rights in or over such land, or
- (ii) claim an interest in compensation if the land or any rights in or over such land, or
- (iii) seek compensation for prospecting licenses ceasing to have effect, rights under mining leases being acquired, and deliver all maps, charts and other documents relating to the land, collection from the land of cores or other mineral samples and due analysis thereof and the preparation of any other relevant record or materials referred to in sub-section (7) of Section 13 of the said Act.

to the General Manager, (L/R&R), Mahanadi Coalfields Limited, Jagruti Vihar, Burla, Sambalpur-768020 (Orissa) within ninety days from the date of publication of this notification in the Official Gazette.

### SCHEDULE

#### MAHANADI COALFIELDS LIMITED

Kalinga West Geological Blocks of Talcher Coalfields

Coal Mining Block, Talcher,

Balaram Expansion OCP

District-Angul, Orissa.

[Plan bearing number MCL/SAMB/GM (CP&P)/Kalinga West Block/2011/14 dated the 30th August, 2011]

Sl. No.	Name of Block	Name of the Village	Village number	Police Station	Thana number	Name of Tahasil	Name of District	State	Area in acres	Remarks
1	Block-A								28.01 0.78	Part Part
2	Block-B									
3	Block-C	Birabarpur	290	Colliery	04	Talcher	Angul	Orissa	10.71 3.05	Part Part
4	Block-D									
Total : 42.55 acres or 17.22 hectares (approximately)										

#### BOUNDARY DESCRIPTION :

##### BLOCK "A" :

A-B-C Line starts on point "A" which is the tri-junction point of village-Khuringa, Salada & Birabarapur, then passes over the common village boundary of village Salada and meets at point B, then passes over the part common village boundary of village Salada and Birabarapur meets at point "C".

C-D Line passes over southern boundary of plot no.131, 130, 116, part northern and eastern boundary of plot no. 107, eastern and northern and part western boundary of plot no.181, western boundary of plot no.187, part northern boundary of plot no.106, northern boundary of plot no.82, eastern & northern boundary of plot no.62, then northern boundary of plot no.63, 18, 19, 29, 140, 30 & 31 meets at point "D".

D-A Then passes over the part common village boundary of village Khuringa and Birabarapur meets at the starting point "A".

##### BLOCK - "B" :

E-F-G-E Line starts from point E then passes over northern boundary of plot No. 136 meets at Point F. Then passes through Plot No. 33, 160 meets at G then passes over the western boundary of plot no. 160 and 134 meets at starting point E.

##### BLOCK - "C" :

H-I-J-K-H Line starts at point H then passes over the northern boundary of plot no. 154, passes through plot no. 157, 158, 159 meets at point I then passes over the part eastern boundary of plot No. 159, meets at point J then passes over the part common village boundary of village Majhika and Kalamchhuin, meets at Point K. Then passes over the western boundary of plot No. 156, 155, 154 meets at starting point H.

##### BLOCK - "D" :

L-M-N-O-L Line starts at point L then passes over the eastern boundary of plot No. 114, then passes over the northern boundary of plot No. 133 meets at point M, then passes eastern boundary of plot No. 133 meets at point N, then passes over the southern boundary of plot No. 133 meets at Point O, then passes over the western boundary of plot No. 133 and plot No. 114 meets at point L.

[F. No. 43015/15/2011-PRIW-I]

A. K. DASS, Under Secy.

**पेट्रोलियम और प्राकृतिक गैस मंत्रालय**  
अधिसचना

नई दिल्ली, 29 फरवरी, 2012

का.आ. 947.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा से पंजाब राज्य में भटिण्डा तक अपरिष्कृत तेल के परिवहन के लिए एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड (गुरु गोविन्द सिंह रिफाइनरीज लिमिटेड की समनुषंगी) द्वारा एक पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एफ. पी. हालाणी, सक्षम प्राधिकारी, मुन्द्रा-भटिण्डा क्रुड ऑयल पाइपलाइन प्रोजेक्ट, एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड, ओम कॉम्पेक्स, पहली मंजिल, प्लॉट नं. ए, वार्ड नं 6, ऑफिस नं 7, रामबाग रोड, गांधीधाम, पिन-370201 कच्छ (गुजरात), को लिखित रूप में आक्षेप भेज सकेगा।

**अनुसूची**

तालुका-रापर	जिला-कच्छ	राज्य-गुजरात		
		सेव सं.	क्षेत्रफल	
क्र. गांव का नाम	सेव सं.		हेक्टेयर	एयर
			वर्ग मीटर	
(1)	(2)	(3)	(4)	(5)
				(6)
1. गोविन्दपर		71/2	00 07	98
		72/2	00 03	81
		72/1	00 08	36
		82	00 41	38
		85	00 08	99
		14/2	00 07	50
		12	00 11	47
2. देवरवा	124/1	00 03	20	
	116	00 02	22	
	80	00 16	04	
	74/2	00 10	72	
3. सई	466	00 07	04	
	353	00 04	99	
	362/1	00 03	10	
	338	00 08	40	
	187	00 08	24	

	(1)	(2)	(3)	(4)	(5)	(6)
4. किडीयानगर			182/1	00 06	26	
			108	00 01	09	
			113	00 03	58	
			572	00 05	43	
			590/3	00 02	50	
			701/2	00 10	38	
			696/2	00 01	69	
			695/1	00 09	13	
			812/2	00 04	25	
			947/1	00 22	34	
			971/1	00 08	07	
			970/1	00 10	04	
			968/1	00 15	23	
			994	00 06	13	
			1217	00 17	14	
			1189/2	00 07	22	
			1188/2	00 03	63	
5. बादलपर			29	00 13	00	
			21/1	00 13	09	
6. छोटापर			91/3	00 05	99	
7. वेकरा			71	00 18	31	
			73	00 16	82	
8. भीमासर			943/1	00 05	90	
			937	00 07	95	
			910	00 04	59	
			908/3	00 05	77	
			735/4	00 05	72	
			782	00 02	44	
			780	00 07	12	
			812/1	00 04	55	
			836/4	00 02	88	
			834/1	00 03	71	
			834/3	00 01	88	
			857/1	00 00	94	
			2190/2	00 01	47	
			2190/1	00 06	80	
			2179/2	00 01	36	
			2175/1	00 01	87	
			2173/1	00 04	45	
			2144/2	00 04	24	
			2130/1	00 03	50	
			2110/2	00 03	33	
			2110/3	00 02	18	
			2108/3	00 02	48	
			2056/1	00 03	79	
			2052/1	00 03	51	
			2044	00 04	80	
			2041/1	00 06	25	
			9 लखागढ़	00 09	41	
			10 भंगरा-जुपूर	00 04	48	
			213/1	00 01	17	

(1)	(2)	(3)	(4)	(5)	(6)				
		169	00	15	79		82	00	41
		140/1	00	01	17		85	00	08
11 आदेसर		647/1	00	03	72	2. Dedarava	14/2	00	07
		645/3	00	07	76		12	00	11
		642	00	11	02		124/1	00	20
		641/1	00	19	48		116	00	02
		628	00	04	14		80	00	16
		634/2	00	02	19	3. Sai	74/2	00	10
		635/1	00	04	32		466	00	07
		526/2	00	05	52		353	00	04

[फा. सं. आर-31015/39/2008-ओ.आर-II]

लाल छन्दमा, अवर सचिव

## Ministry of Petroleum and Natural Gas

## NOTIFICATION

New Delhi, the 29th February, 2012

S.O. 947.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Mundra in the State of Gujarat to Bathinda in the State of Punjab, a pipeline should be laid by HPCL-Mittal Pipelines Limited, (a subsidiary of Guru Gobind Singh Refineries Limited);

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri F. P. Halani, Competent Authority, Mundra Bathinda Crude Oil Pipeline Project, HPCL - Mittal Pipelines Limited, Om Complex, First Floor, Plot No.A, Ward No. 6, Office No 7, Rambag Road, Gandhidham- 370 201, Kutch (Gujarat).

## SCHEDULE

Taluka : Rapar      District : Kutch      State : Gujarat

Sl. No.	Name of the Village	Survey No.	Area		
			Hectare	Are	Sq.mtr.
(1)	(2)	(3)	(4)	(5)	(6)
1.	Govindpar	71/2	00	07	98
		72/2	00	03	81
		72/1	00	08	36

2. Dedarava	124/1	00	03	20
	116	00	02	22
	80	00	16	04
	74/2	00	10	72
3. Sai	466	00	07	04
	353	00	04	99
	362/1	00	03	10
	338	00	08	40
	187	00	08	24
	182/1	00	06	26
	108	00	01	09
4. Kidiya Nagar	113	00	03	58
	572	00	05	43
	590/3	00	02	50
	701/2	00	10	38
	696/2	00	01	69
	695/1	00	09	13
	812/2	00	04	25
	947/1	00	22	34
	971/1	00	08	07
	970/1	00	10	04
	968/1	00	15	23
	994	00	06	13
	1217	00	17	14
	1189/2	00	07	22
	1188/2	00	03	63
5. Badalpar	29	00	13	00
	21/1	00	13	09
6. Chhotapar	91/3	00	05	99
7. Vekara	71	00	18	31
	73	00	16	82
8. Bhimasar	943/1	00	05	90
	937	00	07	95
	910	00	04	59
	908/3	00	05	77
	735/4	00	05	72
	782	00	02	44
	780	00	07	12
	812/1	00	04	55
	836/4	00	02	88
	834/1	00	03	71
	834/3	00	01	88
	857/1	00	00	94
	2190/2	00	01	47
	2190/1	00	06	80

(1)	(2)	(3)	(4)	(5)	(6)
8. Bhimasar Cont.		2179/2	00	01	36
		2175/1	00	01	87
		2173/1	00	04	45
		2144/2	00	04	24
		2130/1	00	03	50
		2110/2	00	03	33
		2110/3	00	02	18
		2108/3	00	02	48
		2056/1	00	03	79
		2052/1	00	03	51
		2044	00	04	80
		2041/1	00	06	25
9. Lakhagarh		97	00	09	41
10. Bhangera-Jadupur		212	00	04	48
		213/1	00	01	17
		169	00	15	79
		140/1	00	01	17
11. Adesar		647/1	00	03	72
		645/3	00	07	76
		642	00	11	02
		641/1	00	19	48
		628	00	04	14
		634/2	00	02	19
		635/1	00	04	32
		526/2	00	05	52

[F. No. R-31015/39/2008-O.R-II]

LAL CHHANDAMA, Under Secy.

नई दिल्ली, 29 फरवरी, 2012

का.आ. 948.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा से पंजाब राज्य में भटिण्डा तक अपरिष्कृत तेल के परिवहन के लिए एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड (गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड की समनुषंगी) द्वारा एक पाइपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खानिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन

के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एफ. पी. हालाणी, सक्षम प्राधिकारी, मुन्द्रा-भटिण्डा क्रूड ऑईल पाइपलाइन प्रोजेक्ट, एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड, ओम कॉम्पैक्स, पहली मंजिल, प्लॉट नं. ए, वार्ड नं 6, ऑफिस नं 7, रामबाग रोड, गांधीधाम, पिन-370201 कच्छ (गुजरात), को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

तालुका-अन्जार	जिला-कच्छ	राज्य-गुजरात
क्र. गांव का नाम सं	प्लॉट सं.	क्षेत्रफल हेक्टेयर एयर वर्ग मीटर
(1) (2)	(3)	(4) (5) (6)
1. चन्द्रोडा	273	00 02 76
	279/1	00 08 33
	276/1	00 08 42
	436	00 01 72
	422	00 09 07
	435/1	00 19 19
	444/6	00 17 88
	444/7	00 15 06
	493/1	00 12 87
	468	00 06 43
	455	00 06 48
	457	00 01 59
2. भुवड	327/3	00 03 15
	326	00 08 54
	325	00 07 14
	267/2	00 03 04
	460/3	00 03 46
3. खेडोइ मोटा	527/1	00 81 24
	718	01 25 89
	318	00 34 66
	317	00 08 68
4. सौनुगा	141	00 17 36
	16	00 10 89
	15	00 10 91
5. खंभरा	194	00 32 08
	195	00 19 80
	196	00 11 97
6. मोटा नागलपर	128	00 01 69
	161/2	00 22 14
	171/2	00 09 71
	151	00 13 88
7. अन्जार	267	00 19 49
	306	00 06 40
	307	00 05 65

(1)	(2)	(3)	(4)	(5)	(6)	Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;					
		308/3	00	13	10						
		451	00	05	03						
		494/1	00	06	55						
		497	00	05	09						
8.	भीठा पसवारीया	104/2	00	24	38						
		162	00	67	23						
9.	खारा पासवारीया	196/3	00	06	58						
		199	00	24	95						
		4	00	07	97						
		51	00	12	70						
		64	00	06	75						
		85	00	03	69						
10.	अजापर	278	00	05	59						
		279	00	07	66						
		283	00	08	18						
		225	00	02	58						
		227	00	07	86						
		232	00	02	23						
		186	00	03	63						
		160	00	01	98						
11.	भीमासर	664	00	06	04						
		742	00	10	86						
		733	00	03	02						
		777	00	07	52						
		98/1	00	02	13						
12.	पसुडा	337	00	02	64						
		378	01	07	78						

[फा. सं. आर-31015/31/2008-ओ.आर-II]

लाल ढन्दमा, अवर सचिव

New Delhi, the 29th February, 2012

**S.O. 948.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Mundra in the State of Gujarat to Bathinda in the State of Punjab, a pipeline should be laid by HPCL-Mittal Pipelines Limited, (a subsidiary of Guru Gobind Singh Refineries Limited);

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land)

Taluka : Anjar		District : Kutch		State : Gujarat	
Sl.	Name of the Village	Survey No.	Area		
			Hectare	Are	Sq.mtr.
(1)	(2)	(3)	(4)	(5)	(6)
1.	Chandroda	273	00	02	76
		279/1	00	08	33
		276/1	00	08	42
		436	00	01	72
		422	00	09	07
		435/1	00	19	19
		444/6	00	17	88
		444/7	00	15	06
		493/1	00	12	87
		468	00	06	43
		455	00	06	48
		457	00	01	59
2.	Bhuvad	327/3	00	03	15
		326	00	08	54
		325	00	07	14
		267/2	00	03	04
		460/3	00	03	46
3.	Khedoi Mati	527/1	00	81	24
		718	01	25	89
		318	00	34	66
		317	00	08	68
4.	Sinugra	141	00	17	36
		16	00	10	89
		15	00	10	91
5.	Khambhara	194	00	32	08
		195	00	19	80
		196	00	11	97
6.	Mota-Nagalpar	128	00	01	69
		161/2	00	22	14

(1)	(2)	(3)	(4)	(5)	(6)
7. Anjar		171/2	00	09	71
		151	00	13	88
		267	00	19	49
		306	00	06	40
		307	00	05	65
		308/3	00	13	10
		451	00	05	03
		494/1	00	06	55
		497	00	05	09
		104/2	00	24	38
8. Mitha Paswaria		162	00	67	23
		196/3	00	06	58
		199	00	24	95
		4	00	07	97
		51	00	12	70
10. Ajapar		64	00	06	75
		85	00	03	69
		278	00	05	59
		279	00	07	66
		283	00	08	18
		225	00	02	58
		227	00	07	86
		232	00	02	23
		186	00	03	63
		160	00	01	98
11. Bhimasar		664	00	06	04
		742	00	10	86
		733	00	03	02
		777	00	07	52
		98/1	00	02	13
12. Pasuda		337	00	02	64
		378	01	07	78

[F. No. R-31015/31/2008-O.R.-II]

LAL CHHANDAMA, Under Secy.

नई दिल्ली, 29 फरवरी, 2012

का.आ. 949.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा से पंजाब राज्य में भटिण्डा तक अपरिष्कृत तेल के परिवहन के लिए एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड (गुरु गोविन्द सिंह रिफाइनरीज लिमिटेड की समनुषंगी) द्वारा एक पाइपलाइन बिछाइ जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे

उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाइ जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एफ. पी. हालाणी, सक्षम प्राधिकारी, मुन्द्रा-भटिण्डा क्रुड ऑयल पाइपलाइन प्रोजेक्ट, एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड, ओम कॉम्प्लेक्स, पहली मर्जिल, प्लॉट नं. ५, वार्ड नं. ६, ऑफिस नं. ७, रामबाग रोड, गांधीधाम, पिन-३७०२०१ कच्छ (गुजरात), को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची			राज्य-गुजरात		
तहसील-भचाऊ		जिला-कच्छ		क्षेत्रफल	
क्र. सं.	गांव का नाम	सर्वे सं.		हेक्टेयर	आर वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
1.	मोटी चीरड	657	00	11	29
		650/2	00	04	14
		649	00	03	80
		819	00	11	61
2.	लुणवा	393/2	00	05	17
		223/2	00	06	00
		222/1	00	04	35
		483/18	00	09	37
3.	शीकरा	732	00	23	05
4.	भचाऊ	918	00	19	86
		916/3	00	12	04
		922	00	20	65
		923/1	00	37	58
		908	00	18	02
		903	00	13	32
		923/2	00	40	88
		1978	00	03	80
		708/2	00	16	84
		503/1	00	07	18
5.	वोंध	432/5	00	15	39
		426/3	00	06	53
		368/1	00	12	99

(1)	(2)	(3)	(4)	(5)	(6)
6.	वोंधडा	347	00	09	76
7.	विजपासर	310/2	00	05	19
		9/2	00	05	30
		77	00	09	65
		95	00	07	45
		246	00	00	65
		245/1	00	08	51
		275	00	03	38
		277/2	00	05	78
8.	लखपत	194/1	00	04	10
		42	00	06	60
9.	अथोई	869	00	12	54
		778/2	00	10	62
		783/1	00	01	42
		650	00	05	62
		614	00	02	59
		400/5	00	05	34
		400/2	00	11	04
		403/1	00	05	11
10.	शिवलखा	987	00	09	84
		1012	00	00	56
		1026	00	04	76
		1033	00	03	48
		1071/1	00	07	25
		1115/2	00	01	22
		1241/1-2	00	12	24
		1243	00	01	15
		1249/1	00	04	75
		1249/2	00	03	68
		76/1	00	05	51
		57/1	00	06	97
		41/2	00	02	91
		160	00	09	26
		168/1	00	05	91

[फा. सं. आर-31015/30/2008-ओ.आर-II]

लाल छन्दमा, अवर सचिव

New Delhi, the 29th February, 2012

**S.O. 949.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Mundra in the State of Gujarat to Bathinda in the State of Punjab, a pipeline should be laid by HPCL-Mittal Pipelines Limited (a subsidiary of Guru Gobind Singh Refineries Limited);

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri F. P. Halani, Competent Authority, Mundra Bathinda Crude Oil Pipeline Project, HPCL - Mittal Pipelines Limited, Om Complex, First Floor, Plot No.A, Ward No. 6, Office No. 7, Rambag Road, Gandhidham- 370 201, Kutch (Gujarat).

#### SCHEDULE

Tehsil : Bhachau      District : Kutch      State : Gujarat

Sl. No.	Name of the Village	Survey No.	Area		
			Hectare	Are	Sq.mtr.
1.	Mati Chirai	657	00	11	29
		650/2	00	04	14
		649	00	03	80
		819	00	11	61
2.	Lunwa	393/2	00	05	17
		223/2	00	06	00
		222/1	00	04	35
		483/18	00	09	37
3.	Shikara	732	00	23	05
4.	Bhachau	918	00	19	86
		916/3	00	12	04
		922	00	20	65
		923/1	00	37	58
		908	00	18	02
		903	00	13	32
		923/2	00	40	88
		1978	00	03	80
		708/2	00	16	84
		503/1	00	07	18
5.	Vondh	432/5	00	15	39
		426/3	00	06	53
		368/1	00	12	99
		347	00	09	76

(1)	(2)	(3)	(4)	(5)	(6)
6. Vondhada		310/2	00	05	19
7. Vijapasar		9/2	00	05	30
		77	00	09	65
		95	00	07	45
		246	00	00	65
		245/1	00	08	51
		275	00	03	38
		27712	00	05	78
8. Lakhpat		194/1	00	04	10
		42	00	06	60
9. Adhoi		869	00	12	54
		778/2	00	10	62
		783/1	00	01	42
		650	00	05	62
		614	00	02	59
		400/5	00	05	34
		400/2	00	11	04
		403/1	00	05	11
10. Shivilakha		987	00	09	84
		1012	00	00	56
		1026	00	04	76
		1033	00	03	48
		1071/1	00	07	25
		1115/2	00	01	22
		1241/1-2	00	12	24
		1243	00	01	15
		1249/1	00	04	75
		1249/2	00	03	68
		76/1	00	05	51
		57/1	00	06	97
		41/2	00	02	91
		160	00	09	26
		168/1	00	05	91

[F. No. R-31015/30/2008-O.R.-II]

LAL CHHANDAMA, Under Secy.

नई दिल्ली, 29 फरवरी, 2012

का.आ. 950.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा से पंजाब राज्य में भटिण्डा तक अपरिष्कृत तेल के परिवहन के लिए एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड (गुरु गोबिंद सिंह रिफाइनरीज लिमिटेड की समनुषंगी) द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे

उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है :

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एफ. पी. हालाणी, सक्षम प्राधिकारी, मुन्द्रा-भटिण्डा क्रूड ऑयल पाइपलाइन प्रोजेक्ट, एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड, ओम कॉम्प्लेक्स, पहली मंजिल, प्लॉट नं. ए, वार्ड नं. 6, ऑफिस नं. 7, रामबाग रोड, गांधीधाम, पिन-370201 कच्छ (गुजरात), को लिखित रूप में आक्षेप भेज सकेगा ।

**अनुसूची**

तालुका-मुन्द्रा	जिला-कच्छ	राज्य-गुजरात
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क्र. गांव का नाम	सर्वे सं.	क्षेत्रफल		
		हेक्टेयर आर	वर्ग मीटर	(6)
(1)	(2)	(3)	(4)	(5)
1. मुन्द्रा	141/8/पी4	00	57	59
2. बारोइ	170	00	03	14
3. शेखडीया	115/1	00	02	61
	12/2	00	06	77
	15/1	00	05	60
	16/1	00	04	44
4. सडाऊ	47/2	00	04	39
5. गुन्दला	331	00	03	61
	368/1	00	02	63
	393/1	00	08	26
	376	00	02	49
	211/2	00	03	02
6. मोखा	212	00	03	66
	177/2	00	02	80
	246	00	19	24
7. छसरा	323/2	00	13	14
	319/2	00	05	50
	122/3	00	13	78
	123	00	11	51
	107	00	14	92

(1)	(2)	(3)	(4)	(5)	(6)
7.	छसरा	101	00	09	81
		95	00	21	04
		92	00	07	86

[फा. सं. आर-31015/29/2008-ओ.आर-II]  
लाल छन्दमा, अवर सचिव

New Delhi, the 29th February, 2012

**S.O. 950.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Mundra in the State of Gujarat to Bathinda in the State of Punjab, a pipeline should be laid by HPCL-Mittal Pipelines Limited, (a subsidiary of Guru Gobind Singh Refineries Limited);

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri F. P. Halani, Competent Authority, Mundra Bathinda Crude Oil Pipeline Project, HPCL - Mittal Pipelines Limited, Om Complex, First Floor, Plot no.A, Ward No.6, Office No. 7, Rambag Road, Gandhidham- 370 201, Kutch (Gujarat).

#### SCHEDULE

Taluka : Mundra		District : Kutch		State : Gujarat	
Sl. No.	Name of the Village	Survey No.	Area		
			Hectare	Are	Sq.mtr.
(1)	(2)	(3)	(4)	(5)	(6)
1.	Mundra	141/8/P4	00	57	59
2	Baroi	170	00	03	14
3	Shekhadia	115/1	00	02	61
		1212	00	06	77
		15/1	00	05	60
		16/1	00	04	44
4	Sadau	47/2	00	04	39

(1)	(2)	(3)	(4)	(5)	(6)
5	Gundala	331	00	03	61
		368/1	00	02	63
		393/1	00	08	26
		376	00	02	49
		211/2	00	03	02
6	Mokha	212	00	03	66
		177/2	00	02	80
		246	00	19	24
7	Chhasra	323/2	00	13	14
		319/2	00	05	50
		122/3	00	13	78
		123	00	11	51
		107	00	14	92
		101	00	09	81
		95	00	21	04
		92	00	07	86

[F. No. R-31015/29/2008-O.R.-II]

LAL CHHANDAMA, Under Secy.

नई दिल्ली, 29 फरवरी, 2012

**का.आ. 951.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा से पंजाब राज्य में भटिण्डा तक अपरिष्कृत तेल के परिवहन के लिए एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड (गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड की समनुबंधी) द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछा जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एफ. पी. हालाणी, सक्षम प्राधिकारी, मुन्द्रा-भटिण्डा कुड ऑफिसल पाइपलाइन प्रोजेक्ट, एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड, ओम कॉम्प्लेक्स, पहली मैजिल, प्लॉट नं. ए, वार्ड नं 7, रामबाग रोड, गांधीधाम,

पिन-370201 कच्छ (गुजरात), को लिखित रूप में आक्षेप भेज सकेगा।

### अनुसूची

तालुका-राधनपुर	जिला-पाटण	राज्य-गुजरात			
		सर्वे सं.	क्षेत्रफल	हेक्टेयर एयर वर्ग भौटर	
(1)	(2)	(3)	(4)	(5)	(6)
1. सांथली		30	00	10	63
2. रंगपुरा		54	00	07	30
		27	00	14	94
3. लिम्बडका		4/6	00	30	22
		4/2	00	47	26
		4/4	00	26	96
4. भीलोट		327	00	03	12
5. जावंत्री		242	00	01	75
		258	00	01	52
		255/1	00	07	18
6. चलवाडा		28	00	09	80
		29	00	05	66
		35	00	03	19
		34	00	06	94
		43/4	00	16	14
		102/1	00	04	26

[फा. सं. आर-31015/38/2008-ओ.आर-II]

लाल छन्दमा, अवर सचिव

New Delhi, the 29th February, 2012

**S.O. 951.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Mundra in the State of Gujarat to Bathinda in the State of Punjab, a pipeline should be laid by HPCL-Mittal Pipelines Limited, (a subsidiary of Guru Gobind Singh Refineries Limited);

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri F. P. Halani, Competent Authority, Mundra Bathinda Crude Oil Pipeline

Project, Om Complex, First Floor, Plot No.A, Ward No. 6, Office No. 7, Rambag Road, Gandhidham- 370 201, Kutch (Gujarat).

### SCHEDULE

Taluka : Radhanpur	District : Patan	State : Gujarat			
Sl. No.	Name of the Village	Survey No.	Area		
			Hectare	Are Sq.mtr.	
(1)	(2)	(3)	(4)	(5)	(6)
1. Santhali		30	00	10	63
2. Rangpura		54	00	07	30
		27	00	14	94
3. Libadka		4/6	00	30	22
		4/2	00	47	26
		4/4	00	26	96
4. Bhilot		327	00	03	12
5. Jawantri		242	00	01	75
		258	00	01	52
		255/1	00	07	18
6. Chalwada		28	00	09	80
		29	00	05	66
		35	00	03	19
		34	00	06	94
		43/4	00	16	14
		102/1	00	04	26

[F. No. R-31015/38/2008-O.R-II]

LAL CHHANDAMA, Under Secy.

नई दिल्ली, 29 फरवरी, 2012

का.आ. 952.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा से पंजाब राज्य में भटिणा तक अपरिस्कृत तेल के परिवहन के लिए एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड (गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड की समनुरूपी) द्वारा एक पाइपलाइन बिछाइ जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपावद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इककीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एफ. पी. हालाणी, सक्षम प्राधिकारी, मुन्द्रा-भटिणा कुड़ा ऑयल पाइपलाइन प्रोजेक्ट, एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड, ओम कॉम्प्लेक्स, पहली मंजिल, प्लॉट नं. ए, वार्ड नं. 6, ऑफिस नं. 7, रामबाग रोड,

गांधीधाम, पिन-370201 कच्छ (गुजरात), को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

क्र. सं.	गांव का नाम	सर्वे सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
1	शिरवाडा	556	00	03	58
		653	00	00	91
2.	अधगाम	202/2	00	10	00
3	इन्द्रमाणा	362	00	01	80
		353	00	01	38
4	काकर	169	00	12	90
5	पादरडी	46	00	05	30
6	चीमनगढ	190/पी4	00	02	32
7	रत्नगढ़	99पी	00	08	82
		102पी	00	15	76
8	खोडा	34/1	00	02	23
		36पी	00	02	62
		30/2	00	02	40
9	खीमाणा	68/पी	00	02	30
		67	00	01	56
		381	00	19	24

[फा. सं. आर-31015/4/2002-ओ.आर.-II]

लाल छन्दमा, अवर सचिव

New Delhi, the 29th February, 2012

**S.O. 952.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Mundra in the State of Gujarat to Bathinda in the State of Punjab, a pipeline should be laid by HPCL-Mittal Pipelines Limited, (a subsidiary of Guru Gobind Singh Refineries Limited);

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for

laying of the pipeline under the land to Shri F. P. Halani, Competent Authority, Mundra Bathinda Crude Oil Pipeline Project, Om Complex, First Floor, Plot no.A, Ward No.6, Office No. 7, Rambag Road, Gandhidham- 370 201, Kutch (Gujarat).

## SCHEDULE

Taluka : Kankrej District : Banaskantha State : Gujarat

Sl. No.	Name of the Village	Survey No.	Area		
			Hectare	Are	Sq.mtr.
(1)	(2)	(3)	(4)	(5)	(6)
1	Sirwada	556	00	03	58
		653	00	00	91
2	Adhgam	202/2	00	10	00
3	Indramana	362	00	01	80
		353	00	01	38
4	Kakar	169	00	12	90
5	Padardi	46	00	05	30
6	Chimangadh	190/P4	00	02	32
7	Ratangadh	99P	00	08	82
		102P	00	15	76
8	Khoda	34/1	00	02	23
		36P	00	02	62
		30/2	00	02	40
9	Khimana	68/P	00	02	30
		67	00	01	56
		381	00	19	24

[F. No. R-31015/4/2002-O.R.-II]

LAL CHHANDAMA, Under Secy.

नई दिल्ली, 29 फरवरी, 2012

**का.आ. 953.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा से पंजाब राज्य में भटिणा तक अपरिष्कृत तेल के परिवहन के लिए एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड (गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड की समनुषंगी) द्वारा एक पाइपलाइन बिछाइ जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपावद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाइ जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन

के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एफ. पी. हालाणी, सक्षम प्राधिकारी, मुन्द्रा-भटिंडा क्रूड ऑयल पाइपलाइन प्रोजेक्ट, एचपीसीएल-मित्तलं पाइपलाइन्स लिमिटेड, ओम कॉम्प्लेक्स, पहली मंजिल, प्लॉट नं. ए, वार्ड नं. 6, ऑफिस नं. 7, रामबाग रोड, गांधीधाम, पिन-370201 कच्छ (गुजरात), को लिखित रूप में आक्षेप भेज सकेगा ।

### अनुसूची

तालुका-सांतलपुर		जिला-पाटण		राज्य-गुजरात	
क्र. सं.	गांव का नाम	सर्वे सं.	क्षेत्रफल	हेक्टेयर	एयर वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
1.	सांतलपुर	153	00	16	02
2.	पर	646	00	01	90
		663/2	00	04	31
		673	00	01	46
		485	00	04	16
		473	00	01	68
		463	00	07	11
		458	00	02	07
3.	छानसरा	64	00	06	27
		120	00	06	92
		187	00	03	09
		45	00	86	35
4.	दीगामडा	36	00	01	89
		105	00	06	23
5.	डाभी	45	00	11	52
6.	उनरोट	161	00	04	27
		42	00	08	96
7.	जारुसा	301	00	02	07
8.	झेकड़ा	87	00	04	81
		253	00	10	09

[फा. सं. आर-31015/37/2008-ओ.आर.-II]

लाल छन्दमा, अवर सचिव

New Delhi, the 29th February, 2012

S.O. 953.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Mundra in the State of Gujarat to Bathinda in the State of Punjab, a pipeline should be laid by HPCL-Mittal Pipelines Limited, (a subsidiary of Guru Gobind Singh Refineries Limited);

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land)

Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri F. P. Halani, Competent Authority, Mundra Bathinda Crude Oil Pipeline Project, Om Complex, First Floor, Plot No.A, Ward No. 6, Office No. 7, Rambag Road, Gandhidham- 370 201, Kutch (Gujarat).

### SCHEDULE

Taluka: Santalpur	District : Patan	State : Gujarat	Area		
Sl. No.	Name of the Village	Survey No.	Area		
			Hectare	Are	Sq.mtr.
(1)	(2)	(3)	(4)	(5)	(6)
1.	Santalpur	153	00	16	02
2.	Par	646	00	01	90
		663/2	00	04	31
		673	00	01	46
		485	00	04	16
		473	00	01	68
		463	00	07	11
		458	00	02	07
3.	छानसरा	64	00	06	27
		120	00	06	92
		187	00	03	09
		45	00	86	35
4.	दीगामडा	36	00	01	89
		105	00	06	23
5.	डाभी	45	00	11	52
6.	उनरोट	161	00	04	27
		42	00	08	96
7.	जारुसा	301	00	02	07
8.	झेकड़ा	87	00	04	81
		253	00	10	09

[F. No. R-31015/37/2008-O.R.-II]

LAL CHHANDAMA, Under Secy.

नई दिल्ली, 6 मार्च, 2012

का.आ. 954.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा से पंजाब राज्य में भटिंडा तक अपरिष्कृत तेल के परिवहन के लिए एचपीसीएल-मित्तल पाइपलाइन्स लिमिटेड (गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड की समनुष्ठानी) द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे

उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एफ. पी. हालाणी, सक्षम प्राधिकारी, मुन्द्रा-भटिण्डा कुड ऑयल पाइपलाइन प्रोजेक्ट, एचपीसीएल-मितल पाइपलाइन्स लिमिटेड, ओम कॉम्प्लेक्स, पहली मैंजिल, प्लॉट नं. ए, वार्ड नं. 6, ऑफिस नं. 7, रामबाग रोड, गांधीधाम, पिन-370201 कच्छ (गुजरात), को लिखित रूप में आक्षेप भेज सकेगा ।

### अनुसूची

तालुका-डीसा	जिला-बनासकांठा	राज्य-गुजरात		
क्र. गांव का नाम	सर्वे सं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)
1. कुपट	67/1	00	02	06
2. मालगढ़	34/पी	00	02	08
	35/P 1	00	03	56
	40	00	16	09
	71/1	00	04	80
3. जोरापुरा	10/पी	00	03	00
	1/पी	00	16	28
	151	00	00	84
	152/4	00	10	72
4. मुडेठा	1118	00	04	94
5. पालडी	57/पी3	00	02	81
	15/पी6	00	06	00
	15/पी2	00	05	50
6. खेटवा	35/1	00	03	28
7. सोतबला	25	00	11	12
8. वडावल	255पी	00	07	58
9. समशेरपुरा	91/पी1	00	02	36

[फा. सं. आर-31015/49/2001-ओ.आर-II]

लाल छन्दमा, अवर सचिव

New Delhi, the 6th March, 2012

S.O. 954.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Mundra in the State of Gujarat to Bathinda in the State of Punjab, a pipeline should be laid by HPCL-Mittal Pipelines Limited, (a subsidiary of Guru Gobind Singh Refineries Limited):

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri F. P. Halani, Competent Authority, Mundra Bathinda Crude Oil Pipeline Project, Om Complex, First Floor, Plot No. A, Ward No. 6, Office No. 7, Rambag Road, Gandhidham- 370 201, Kutch (Gujarat).

### SCHEDULE

Taluka : Deesa District : Banaskantha State : Gujarat

Sl. No.	Name of the Village	Survey No.	Area		
(1)	(2)	(3)	(4)	(5)	(6)
1.	Kupat	67/1	00	02	06
2.	Malgadh	34/P	00	02	08
		35/P 1	00	03	56
		40	00	16	09
		71/1	00	04	80
3.	Jorapura	10/P	00	03	00
		1/P	00	16	28
		151	00	00	84
		152/4	00	10	72
4.	Mudetha	1118	00	04	94
5.	Paldi	57/P3	00	02	81
		15/P6	00	06	00
		15/P2	00	05	50
6.	Khetwa	35/1	00	03	28
7.	Sotambla	25	00	11	12
8.	Vadawal	255P	00	07	58
9.	Shamsherpura	91/P1	00	02	36

[F. No. R-31015/49/2001-O.R.-II]

EAL CHHANDAMA, Under Secy.

नई दिल्ली, 5 मार्च, 2012

का. आ. 955.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस भवित्वात् संख्या का.आ. 2740(अ) तारीख 28 नवंबर, 2011 के साथ पठित अधिसूचना संख्या का.आ. 679 तारीख 24 फरवरी, 2011 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, भैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टरमिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, भैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा- वासुदेवपुर-हावडा गैस पाइपलाइन विभाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 24 सितंबर, 2011 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन विभाने के सम्बन्ध में, जनता की ओर से काई आक्षेप प्राप्त नहीं हुआ है;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन विभाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विभाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विलंगमों से मुक्त, भैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

## अनुसूची

श्व/ तहसील/ तालुक : निलापिणी	जिला श्वालेश्वर	ग्रन्थ अंकारा		
		आर. ओ. कृ. नं. का ने के लिए देशभूमि	हेक्टेयर	दर
गाँव का नाम	सर्वे सं/सब डिविजन सं.	3	4	5
1	2	3	4	5
बालगांड़आ	1827	00	11	77
	1792	00	01	7
	1826	00	09	63
	1802	00	03	21
	1797	00	01	7
	1801	00	01	7
	1800	00	02	14
	1798	00	01	7
	1799	00	00	00
	1776	(0)	0	0
	1766	(0)	0	0
	1775	00	01	7
	1767	00	01	7
	1741	00	00	00
	1739	(0)	0	0
	1590	00	13	91
	1591	00	01	7
	1588	00	07	49
	1587	00	01	7
	1584	00	03	21
	1586	00	01	7
	1585	00	00	00
	1583	00	03	21
	1576	00	03	21
	1577	00	07	49
	1578	00	07	49
	1562	00	03	21
	1516	00	00	00
श्व/ तहसील/ तालुक : गेमुणा	जिला श्वालेश्वर	ग्रन्थ अंकारा		
गाँव गोपालपुर	371	00	11	77
	373	00	14	98
	363	00	16	112
	375	00	13	91
	357	00	20	140
विद्याधरपुर	581	00	06	42
	577	00	22	154
भाद्र	607	00	11	77
	606	00	06	42

	1	2	3	4	5
१. रुपये (रुपये)	626 625 624 630 631 632 634 336 335		00 08 00 09 00 00 00 12 00 10 00 04 00 00 00 01 00 01	09 94 30 05 03 03 57 91 07	
२. दशमलव	324 248 247 251 240 263 221 136 140 153 157 163 370 371		00 01 00 07 00 04 00 05 00 00 00 05 00 05 00 07 00 03 00 02 00 03 00 01 00 00 00 00	66 93 93 48 17 17 63 27 12 56 48 46 53 10	
३. प्रतिशत	983 1304 1303 1300 1298 1305 1295 1294 1321 1322 1293 1323 1324 1330 1331 1329 1332 1333 1339		00 00 00 02 00 01 00 04 00 01 00 01 00 10 00 08 00 01 00 03 00 00 00 03 00 02 00 04 00 02 00 02 00 05 00 12 00 06	03 83 87 38 90 01 66 24 31 56 70 41 50 39 10 49 88 75 93	

1	2	3	4	5
5 ) शिलायुक्त (नियंत्र)	1341	00	01	82
	1351	00	00	10
	1366	00	04	31
	1367	00	01	81
	1364	00	01	87
	1362	00	01	26
	1370	00	01	47
	1369	00	00	20
	1360	00	00	59
6 ) नद्योपयुक्त	679	00	00	76
	677	00	02	18
	676	00	01	25
	674	00	01	47
	672	00	01	25
	686	00	05	04
	670	00	06	19
	717	00	13	17
	690	00	00	11
	691	00	00	76
	692	00	00	62
	693	00	00	10
	714	00	01	33
	713	00	03	15
	719	00	02	11
	720	00	03	37
	721	00	02	89
	712	00	04	32
	726	00	00	10
	727	00	01	20
	728	00	04	12
	729	00	05	86
	711	00	00	42
	730	00	00	16
	734	00	04	62
	789	00	04	21
	785	00	03	07
	790	00	02	80
	791	00	04	24
	793	00	00	10
	799	00	08	61
	800	00	05	77
	801	00	00	98

1	2	3	4	5
	798	00	00	39
	806	00	00	96
	807	00	00	10
	447	00	31	42
	920	00	01	35
	919	00	09	27
	918	00	04	00
	916	00	00	23
	913	00	01	49
	824	00	03	48
	820	00	06	31
	816	00	00	82
	815	00	04	15
	814	00	06	40
	811	00	01	60
	812	00	09	49
	796	00	00	76
	795	00	03	56
	794	00	04	94
	798	00	00	10
	792	00	03	06
	790	00	01	41
	791	00	06	74
	769	00	04	22
	765	00	00	72
	767	00	07	05
	746	00	00	66
	760	00	02	51
	759	00	05	28
	758	00	01	45
	757	00	00	28
	749	00	00	51
	751	00	04	45
	750	00	02	33
	752	00	01	20
	729	00	00	02
	728	00	03	82
	753	00	03	11
	754	00	01	02
	727	00	06	03
	614	00	05	51
	726	00	00	28

1	2	3	4	5
515	00	02	09	
613	00	00	58	
612	00	00	29	
616	00	05	94	
618	00	00	26	
617	00	05	02	
596	00	00	10	
588	00	04	35	
589	00	32	70	
577	00	00	39	
563	00	01	98	
573	00	01	14	
572	00	04	26	
569	00	03	26	
570	00	02	92	
571	00	00	85	
567	00	05	76	
566	00	04	32	
539	00	00	51	
535	00	02	67	
536	00	04	51	
533	00	00	18	
532	00	04	93	
529	00	01	53	
531	00	07	21	
530	00	00	48	
389	00	04	59	
382	00	00	24	
444	00	02	53	
390	00	12	67	
391	00	08	94	
392	00	01	17	
401	00	02	08	
407	00	08	00	
408	00	00	72	
409	00	00	09	
403	00	05	37	
406	00	07	54	
404	00	00	19	
414	00	07	24	
415	00	05	04	
417	00	00	10	

1	2	3	4	5
7 ) काशिमपुर (मिर्टर)	416	00	01	30
	235	00	14	70
	195	00	28	25

[फा सं. एल.-14014/16/2011-जी.पी.]

ए. गोस्वामी, अवर सचिव

New Delhi, the 5th March, 2012

S. O. 955.— Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 679 dated 24<sup>th</sup> Februry, 2011, read with their notification number S.O. 2740(E) dated 28<sup>th</sup> November, 2011, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in land, specified in the Schedule appended to that notification for the purpose of laying Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 24<sup>th</sup> September, 2011;

And whereas, no objections were received from the public to the laying of the pipeline;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, have decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declare that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby direct that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

## Schedule

Mandal/Tehsil/Taluk:Nilagiri	District:Baleshwar	State:Orissa		
		Survey No./Sub-Division No.	Area to be acquired for RoU	
Village		Hec	Are	C-Are
1	2	3	4	5
1 ) Baulagadia	1827	00	11	57
	1792	00	01	53
	1826	00	00	13
	1802	00	09	33
	1797	00	04	04
	1801	00	04	26
	1800	00	02	73
	1798	00	07	47
	1799	00	05	27
	1776	00	15	43
	1766	00	14	41
	1775	00	01	78
	1767	00	01	94
	1741	00	06	54
	1739	00	04	34
	1590	00	14	40
	1591	00	02	59
	1588	00	07	96
	1587	00	03	63
	1584	00	05	78
	1586	00	03	29
	1585	00	08	66
	1583	00	03	06
	1576	00	03	51
	1577	00	07	84
	1578	00	07	02
	1562	00	03	65
	1516	00	00	10

Mandal/Tehsil/Taluk:Remuna	District:Baleshwar	State:Orissa		
1 ) Balagopalpur	371	00	11	77
	373	00	14	78
	363	00	16	89
	375	00	10	43
	357	00	20	60
2 ) Bidyadarpur	581	00	06	19
	577	00	22	41
3 ) Bharda	607	00	11	55
	606	00	06	52

1	2	3	4	5
1 ) B. A. (Contd.)				
	636	00	08	07
	637	00	09	74
	638	00	00	70
	639	00	12	08
	640	00	10	07
	641	00	04	03
	642	00	01	02
	643	00	00	00
	336	00	01	01
	335	00	01	07
2 ) Balipal				
	324	00	01	65
	248	00	07	93
	257	00	04	92
	258	00	05	48
	240	00	06	77
	262	00	05	43
	231	00	05	61
	136	00	07	2
	140	00	03	1
	153	00	02	86
	157	00	03	18
	163	00	01	56
	370	00	00	32
	371	00	00	10
3 ) Silasuan				
	983	00	00	03
	1204	00	02	83
	1305	00	01	82
	1306	00	04	78
	1298	00	01	40
	1305	00	01	01
	1295	00	16	66
	1294	00	08	24
	1321	00	01	31
	1322	00	03	56
	1293	00	00	70
	1323	00	03	41
	1324	00	02	50
	1330	00	04	39
	1331	00	02	49
	1329	00	02	19
	1332	00	08	88
	1333	00	12	75
	1339	00	06	93

1	2	3	4	5
5 ) Silsgam (Contd)				
	1341	00	01	82
	1351	00	00	10
	1366	00	04	51
	1367	00	01	31
	1364	00	01	87
	1362	00	01	26
	1370	00	01	47
	1369	00	00	29
	1360	00	00	59
6 ) Nachhipur	679	00	00	76
	677	00	02	18
	676	00	01	38
	674	00	01	47
	672	00	01	25
	686	00	05	34
	670	00	00	17
	717	00	13	72
	690	00	00	16
	691	00	00	76
	692	00	00	62
	693	00	00	10
	714	00	01	33
	713	00	03	15
	719	00	02	11
	720	00	03	57
	721	00	02	89
	712	00	04	32
	726	00	00	10
	727	00	01	20
	728	00	04	12
	729	00	05	86
	711	00	00	42
	730	00	00	10
	734	00	04	62
	789	00	04	21
	785	00	03	07
	790	00	02	80
	791	00	04	35
	793	00	00	10
	799	00	08	61
	800	00	05	75
	801	00	00	90

1	2	3	4	5
64) Nalbari (Contd.)	798	00	00	39
	806	00	00	96
	807	00	00	10
	447	00	31	42
75) Kasimpur	920	00	01	35
	919	00	09	27
	918	00	04	00
	916	00	00	23
	913	00	01	49
	824	00	03	48
	820	00	06	31
	816	00	00	82
	815	00	04	15
	814	00	06	40
	811	00	01	60
	812	00	09	49
	796	00	00	76
	795	00	03	56
	794	00	04	94
	793	00	00	10
	792	00	03	06
	790	00	01	41
	791	00	06	74
	769	00	04	22
	765	00	00	72
	767	00	07	05
	746	00	00	66
	760	00	02	51
	759	00	05	28
	758	00	01	45
	757	00	00	28
	749	00	00	51
	751	00	04	45
	750	00	02	33
	752	00	01	20
	729	00	00	02
	728	00	03	82
	753	00	03	11
	754	00	01	02
	727	00	06	03
	614	00	05	51
	726	00	00	28

1	2	3	4	5
7 ) Kasimpur (Contd)	615	00	02	09
	613	00	00	58
	612	00	00	29
	616	00	05	94
	618	00	00	26
	617	00	05	02
	596	00	00	10
	588	00	04	35
	589	00	32	70
	577	00	00	39
	563	00	01	98
	573	00	01	14
	572	00	04	26
	569	00	03	26
	570	00	02	92
	571	00	00	85
	567	00	05	76
	566	00	04	32
	539	00	00	51
	535	00	02	67
	536	00	04	51
	533	00	00	18
	532	00	04	93
	529	00	01	53
	531	00	07	21
	530	00	00	48
	389	00	04	59
	382	00	00	24
	444	00	02	53
	390	00	12	67
	391	00	08	94
	392	00	01	17
	401	00	02	08
	407	00	08	00
	408	00	00	72
	409	00	00	09
	403	00	05	37
	406	00	07	54
	404	00	00	19
	414	00	07	24
	415	00	05	04
	417	00	00	10

1	2	3	4	5
7/1 Kasimpur (Contd)	416	00	01	30
	235	00	14	70
	195	00	28	23

[F. No. L-14014/16/2011-GP]

A. GOSWAMI, Under Secy.

नई दिल्ली, 5 मार्च, 2012

का. आ. 956.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2740(अ) तारीख 28 नवंबर, 2011 के साथ पठित अधिसूचना संख्या का.आ. 678 तारीख 24 फरवरी, 2011 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टरमिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा- वासुदेवपुर-हावड़ा गैस पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

ओर, उक्त राजपत्र अधिसूचना को प्रतियाँ जनता को तारीख 12 अक्टूबर, 2011 को अथवा उससे पूर्व उपलब्ध करा दी गई थी ;

ओर, पाइपलाइन विछाने के सम्बन्ध में, जनता की ओर से काई आक्षेप प्राप्त नहीं हुआ है;

ओर, राज्य पार्थिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

ओर, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन विछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

जल्द, अथ, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह दोषणी अगती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

ओर, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, मर्मी विलंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

## अनुसूची

मण्डल/ तेहसिल/ तालुक : बिस्ता		निला इवालेश्वर	गन्य : ओडिशा		
गाँव का नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल			
1	2	3	4	5	
1 ) धनुश्वासा	82/106	00	00	15	
	81/105	00	04	60	
	77/101	00	08	75	
	76/100	00	10	90	
	73/97	00	14	95	
	74/98	00	40	47	
	72/96	00	01	94	
	71/95	00	00	80	
	68/92	00	27	77	
	99/127	00	07	95	
	63/86	00	19	33	
	67/90	00	08	18	
	66/89	00	03	85	
	58/81	00	00	58	
	57/80	00	03	02	
	42/64	00	10	91	
	56/79	00	01	37	
	41/63	00	10	81	
	40/62	00	03	33	
	10/12	00	11	98	
	11/13	00	11	25	
	14/16	00	04	56	
	16/18	00	06	17	
	17/19	00	05	61	
	31/53	00	01	35	
	30/52	00	20	65	
	25/31	00	06	67	
	35	00	01	86	
2 ) चंद्रपुर	35/93	00	07	92	
	34/92	00	08	72	
	33/91	00	12	25	
	32/90	00	13	57	
	31/89	00	24	17	
	30/88	00	19	73	
	28/86	00	02	59	
	29/87	00	15	12	
	22/80	00	21	41	

1	2	3	4	5
2 ) चंदनपुर (निरंतर)	23/81 21/76 20/75 19/74 71 69 67 35 16/66 36 37 30 29 27 28	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	04 00 00 04 00 02 01 02 08 03 01 03 05 00 06	62 36 83 96 10 05 16 22 26 50 56 44 80 10 80
3 ) गोहिरागाडिया	176 175 173 178 171 179 180 196 118/195 194 113/182 193 115/1841 192 191 187 208 209 244 126/217 218 238 232 219 229 228 227	00 00	00 02 07 07 04 07 16 00 15 10 00 01 11 10 00 00 08 07 06 08 01 07 01 03 22 00 02 03	10 15 29 21 42 85 06 46 57 37 96 32 42 79 19 36 75 10 65 43 71 49 17 80 24 31 92

1	2	3	4	5
3 ) गोहिगणाडिया (निमंत्र)	226 221 225	00 04 00 02 00 18	60 97 71	
4 ) चक्रराजा	4/4 3/3 1/1 2/2	00 03 00 02 00 09 00 01	12 60 22 55	
5 ) वैगणिकी	42/82 44/84 43/83 45/85 46/86 37/77 47/87 35/75 70/111 76/117 75/116 63/104 83/154 131/280 130/279 127/276 126/275 124/272	00 02 00 10 00 07 00 10 00 15 00 01 00 15 00 26 00 11 00 05 00 05 00 07 00 22 00 10 00 16 00 03 00 28 00 32	59 61 52 80 28 67 10 73 50 06 22 13 28 68 04 57 87 71	
6 ) वरडा	62/63 116/120 115/119	00 05 00 13 00 06	06 09 86	
7 ) शासनसन्दर्भ	249 248 245 157 159 160 164 163 167 166 172 170 176 175	00 00 00 02 00 06 00 02 00 14 00 02 00 10 00 02 00 06 00 01 00 16 00 00 00 00 00 01	10 24 19 40 31 24 40 13 90 98 84 10 10 10	

1	2	3	4	5
7 ) आग्नेयदेश (निर्वाचन )	140 137 138 106 128 110 109 82 81 77		00 00 00 07 00 00 00 00 00 07 00 02 00 07 00 09 00 12 00 13	10 80 16 27 23 08 07 00 01 06
8 ) नावदा	112/170 114/172 131/189 130/188 129/187 134/193 140/199 141/200 148/232 147/231 146/230 228 223 208 219 325 324 323 322 321 312 314		00 02 00 03 00 13 00 20 00 04 00 02 00 04 00 06 00 18 00 09 00 02 00 06 00 04 00 00 00 00 00 13 00 03 00 03 00 05 00 05 00 02 00 01 00 03	55 22 64 78 19 38 72 38 56 28 67 06 50 36 94 51 66 66 82 94 59 67
9 ) मगडा	153 83 150 88 84 87 86 89 90 92		00 08 00 02 00 00 00 01 00 02 00 01 00 01 00 04 00 01 00 03	88 47 10 95 05 44 07 89 63 25

1	2	3	4	5
क्षेत्र (निर्देश)	91	00	04	62
	97	00	12	89
	95	00	01	11
	96	00	03	64
	99	00	05	85
	101	00	00	10
	100	00	02	74
	63	00	06	62
	61	00	00	10
	62	00	17	38
	58	00	01	69
	32	00	00	10
	57	00	05	06
	56	00	03	21
	39	00	09	70
	51	00	04	06
	50	00	02	56
	40	00	04	65
	45	00	03	28
	44	00	03	09
	41	00	05	90
	42	00	00	82
नि/ नदीप्रयल/ तालुक/ ज़िले/च़ा	निला व्यालेन्डर	ग्रन्थ और दृश्यामा		
क्रोटमार्दी	271	00	05	90
	56	00	05	98
	63	00	02	98
	65	00	00	29
	64	00	04	46
	89	00	01	66
	86	00	03	79
	88	00	00	59
	100	00	00	10
	104	00	04	06
	102	00	02	03
	1401	00	03	15
	1402	00	01	81
	1410	00	09	95
	1395	00	05	21
	1398	00	00	10
	1392	00	00	48
	1397	00	00	48
	1387	00	03	63
	1388	00	01	29

1	2	3	4	5
प्रायोगिक (मिनट)				
1368	00	02	95	
1385	00	00	57	
1384	00	00	10	
1376	00	00	10	
1378	00	07	42	
1375	00	01	88	
1696	00	02	36	
1699	00	02	27	
1700	00	02	56	
1691	00	00	30	
1692	00	04	94	
1693	00	00	50	
1689	00	02	92	
1690	00	11	98	
1684	00	06	68	
1688	00	01	15	
1682	00	00	29	
1677	00	00	25	
1640	00	04	54	
1676	00	04	19	
1675	00	01	25	
1674	00	01	33	
1673	00	00	38	
1672	00	12	03	
1665	00	03	43	
1666	00	06	45	
1656	00	00	50	
1856	00	00	45	
1855	00	13	30	
1854	00	00	31	
1851	00	05	66	
1850	00	03	38	
1847	00	00	16	
प्रायोगिक (मिनट)				
94	00	00	26	
21	00	03	08	
93	00	00	10	
23	00	04	42	
24	00	04	82	
25	00	05	81	
26	00	06	56	
28	00	09	28	
14	00	01	11	

1	2	3	4	5
2 ) कंपण (निमंत्र)	29	00	05	30
	33	00	00	26
	34	00	03	14
	36	00	06	68
	35	00	00	78
	67	00	08	75
	66	00	10	94
	65	00	02	58
	57	00	02	58
	56	00	03	66
	59	00	02	56
	60	00	04	35
	52	00	04	55
	53	00	01	19
	397	00	03	09
	398	00	13	72
	400	00	00	84
	401	00	00	37
	404	00	00	11
	410	00	07	68
	420	00	03	56
	411	00	00	10
	417	00	04	06
	418	00	02	26
	453	00	01	06
	454	00	01	62
	455	00	04	19
	465	00	08	08
	466	00	02	44
	467	00	03	.89
	468	00	05	38
	471	00	00	10
	470	00	00	45
3 ) सरसिदा	1076	00	03	16
	1081	00	02	50
	1075	00	13	95
	1074	00	12	82
	1086	00	02	59
	1037	00	02	51
	1036	00	14	56
	1035	00	14	80
	1104	00	00	10

1	2	3	4	5
३३ सरपिंज (निंगंत्र)	966	00	16	81
	964	00	07	00
	963	00	00	65
मंडल/ तहसील/ नालुक : गंगुणा		जिला श्वालेश्वर	गन्धी ओडिशा	
१ ) पार्विलडा	84	00	00	10
	85	00	01	68
	86	00	06	53
	169	00	01	14
	87	00	03	49
	168	00	03	88
	165	00	00	13
	161	00	02	07
	211	00	00	37
	157	00	05	97
	212	00	04	89
	155	00	01	19
	216	00	00	10
	214	00	03	29
	249	00	03	61
	219	00	00	88
	223	00	07	06
	245	00	01	16
	244	00	02	38
	246	00	00	15
	243	00	04	20
	247	00	02	64
	248	00	01	83
	242	00	18	55
	257	00	00	10
	355	00	00	25
	356	00	03	81
	359	00	08	05
	364	00	00	16
	360	00	03	51
	348	00	00	28
	346	00	02	38
	345	00	14	65
	344	00	08	27
	334	00	00	26
	337	00	10	04
	339	00	04	50
२ ) मासपुरा	5	00	02	25
	4	00	11	59

1	2	3	4	5
2. १) बैंगपुर (निर्वाचन)	3	00	00	71
	11	00	03	21
	10	00	03	39
	12	00	02	83
	14	00	13	31
	15	00	00	36
2. २) कल्याणपुर	167	00	11	68
	171	00	04	97
	172	00	08	36
	173	00	06	93
	776	00	05	27
	775	00	07	70
	774	00	02	29
	787	00	00	23
	789	00	02	93
	790	00	02	21
	792	00	01	64
	791	00	03	52
	808	00	00	87
	807	00	03	96
	819	00	02	22
	818	00	00	10
	817	00	03	64
	815	00	00	10
	816	00	01	43
	825	00	03	31
	827	00	00	52
	843	00	00	43
	842	00	04	51
	841	00	07	35
	840	00	03	19
	839	00	00	22
	853	00	00	68
	854	00	03	90
	855	00	06	37
	856	00	04	56
	857	00	01	26
	943	00	00	10
	940	00	04	09
	937	00	00	43
भिल/ नडीमल/ नालुक ३ ग्रामांचिदपुर	निला धर्मयुग्मन	गज्य १ ओडिशा		
१) दापानाडिया	237	00	01	95
	242	00	08	39

	2	3	4	5
1 ) मापांडिया (निर्गंग)	251 248 249 265 263 266 329 330 344 326 325 348 349 426 425 421 414 420 417 419 416	00 00	32 09 02 13 03 07 24 00 04 03 23 12 10 03 09 12 07 00 11 01 03	66 05 75 95 04 84 75 59 21 14 70 67 15 11 41 54 58 01 61 22 43
2 ) पाइकासाही	1015	00	02	73
मंडल/ तेहसिल/ नालुक ३ लेनदी	जिला अम्युमंज	गज्य ओडिया		
1 ) कालामा	1 2 3 4 13	00 00 00 00 00	06 02 02 03 00	03 87 55 55 41
2 ) वालियापिटा	295 296 310 311 312 315 314 316 324 325 323 326 331 327 234	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	00 00 03 01 02 05 01 12 07 07 01 02 00 00 12	21 10 51 27 01 12 88 20 68 93 06 26 36 23 50

1	2	3	4	5
2 ) वानियापिटा (निरंतर)	228	00	00	23
	229	00	08	39
	222	00	02	44
	215	00	07	47

[फा सं. एल.-14014/17/2011-जी.पी.]  
ए. गोस्वामी, अवार सचिव

New Delhi, the 5th March, 2012

S. O. 956.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 678 dated 24<sup>th</sup> February, 2011, read with their notification number S.O. 2740(E) dated 28<sup>th</sup> November, 2011, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in land, specified in the Schedule appended to that notification for the purpose of laying Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 12<sup>th</sup> October, 2011;

And whereas, no objections were received from the public to the laying of the pipeline;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, have decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declare that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby direct that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

## Schedule

Mandal/Tehsil/Taluk:Basta		District:Baleshwar		State:Orissa	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
1	2	Rec	Are	C-Are	
1 ) Dhenukhoja					
	82/106	00	00	15	
	81/105	00	04	60	
	77/101	00	08	75	
	76/100	00	10	90	
	73/97	00	14	95	
	74/98	00	40	47	
	72/96	00	01	94	
	71/95	00	00	80	
	68/92	00	27	77	
	99/127	00	07	95	
	63/86	00	19	33	
	67/90	00	08	18	
	66/89	00	08	85	
	58/81	00	00	58	
	57/80	00	03	92	
	42/64	00	10	91	
	56/79	00	01	37	
	41/63	00	10	81	
	40/62	00	03	33	
	10/12	00	11	98	
	11/13	00	13	26	
	14/16	00	04	56	
	16/18	00	06	17	
	17/19	00	05	61	
	31/53	00	01	35	
	30/52	00	20	65	
	25/31	00	06	67	
	35	00	01	86	
2 ) Chandan-pur					
	35/93	00	07	92	
	34/92	00	08	72	
	33/91	00	12	25	
	32/90	00	13	57	
	31/89	00	24	17	
	30/88	00	19	73	
	28/86	00	02	50	
	29/87	00	15	12	
	22/80	00	21	41	

1	2	3	4	5
2 ) Chandanpur (Contd)				
	23/81	00	04	62
	21/76	00	00	36
	20/75	00	00	83
	19/74	00	04	96
	71	00	00	10
	69	00	02	05
	67	00	01	16
	35	00	02	22
	16/66	00	08	26
	36	00	03	50
	37	00	01	56
	30	00	03	44
	29	00	05	80
	27	00	00	10
	28	00	06	80
3 ) Gohiragarria	176	00	00	10
	175	00	02	15
	173	00	07	29
	178	00	07	21
	171	00	04	42
	179	00	07	85
	180	00	16	06
	196	00	00	46
	118/195	00	15	57
	194	00	10	37
	113/182	00	00	96
	193	00	01	32
	115/184.	00	11	42
	192	00	10	79
	191	00	00	19
	187	00	08	36
	208	00	07	75
	209	00	06	10
	244	00	08	65
	126/217	00	01	43
	218	00	07	71
	238	00	01	49
	232	00	03	17
	219	00	22	80
	229	00	00	24
	228	00	02	31
	227	00	03	92

1	2	3	4	5
3 ) Gohiragarha (Contd)	226	00	04	60
	221	00	02	97
	225	00	18	71
4 ) Chakrara	4/4	00	03	12
	3/3	00	02	60
	1/1	00	09	22
	2/2	00	01	55
5 ) Baigandiha	42/82	00	02	59
	44/84	00	10	61
	43/83	00	07	52
	45/85	00	10	80
	46/86	00	15	28
	37/77	00	01	67
	47/87	00	15	10
	35/75	00	26	73
	70/111	00	11	50
	76/117	00	05	06
	75/116	00	05	22
	63/104	00	07	13
	83/154	00	22	28
	131/280	00	10	68
	130/279	00	16	04
	127/276	00	03	57
	126/275	00	28	87
	124/272	00	32	71
6 ) Barada	62/63	00	05	06
	116/120	00	13	09
	115/119	00	06	86
7 ) Sasansanbar	249	00	00	10
	248	00	02	24
	245	00	06	19
	157	00	02	40
	159	00	14	31
	160	00	02	24
	164	00	10	40
	163	00	02	13
	167	00	06	90
	166	00	01	98
	172	00	16	84
	170	00	00	10
	176	00	00	10
	175	00	01	10

1	2	3	4	5
7 ) Sasansanbar (Contd)				
	140	00	00	10
	137	00	07	80
	138	00	00	10
	106	00	00	27
	128	00	07	23
	110	00	02	08
	109	00	07	07
	82	00	09	00
	81	00	12	01
	77	00	13	06
8 ) Nabda	112/170	00	02	55
	114/172	00	03	22
	131/189	00	13	64
	130/188	00	20	78
	129/187	00	04	19
	134/193	00	02	38
	140/199	00	04	72
	141/200	00	06	38
	148/232	00	18	56
	147/231	00	09	28
	146/230	00	02	67
	228	00	06	06
	223	00	04	50
	208	00	00	36
	219	00	00	94
	325	00	13	51
	324	00	03	66
	323	00	03	66
	322	00	03	82
	321	00	02	94
	312	00	01	59
	314	00	03	67
9 ) Masada	153	00	08	88
	83	00	02	47
	150	00	00	10
	88	00	01	95
	84	00	02	05
	87	00	01	44
	86	00	01	07
	89	00	04	89
	90	00	01	63
	92	00	03	25

1	2	3	4	5
9 ) Masada (Contd)				
	91	00	04	62
	97	00	12	89
	95	00	01	11
	96	00	03	64
	99	00	05	85
	101	00	00	10
	100	00	02	74
	63	00	06	62
	61	00	00	10
	62	00	17	38
	58	00	01	69
	32	00	00	10
	57	00	05	06
	56	00	03	21
	39	00	09	70
	51	00	04	06
	50	00	02	50
	40	00	04	65
	45	00	03	28
	44	00	03	00
	41	00	05	00
	42	00	00	82

Mandal/Tehsil/Taluk:Jaleswar	District:Baleshwar	State:Orissa	
1 ) Kotsahi	271	00	05 00
	56	00	05 98
	63	00	02 98
	65	00	00 29
	64	00	04 46
	89	00	01 66
	86	00	03 79
	88	00	00 39
	100	00	00 10
	104	00	04 06
	102	00	02 03
	1401	00	03 15
	1402	00	01 81
	1410	00	09 95
	1395	00	05 21
	1398	00	00 10
	1392	00	00 48
	1397	00	00 48
	1387	00	03 63
	1388	00	01 29

1	2	3	4	5
1 ) Kotsahi (Contd)				
	1368	00	02	95
	1385	00	00	57
	1384	00	00	10
	1376	00	00	10
	1378	00	07	42
	1375	00	01	88
	1696	00	02	36
	1699	00	02	27
	1700	00	02	56
	1691	00	00	30
	1692	00	04	94
	1693	00	00	50
	1689	00	02	92
	1690	00	11	93
	1684	00	06	68
	1688	00	01	15
	1682	00	00	29
	1677	00	00	25
	1640	00	04	54
	1676	00	04	19
	1675	00	01	25
	1674	00	01	33
	1673	00	00	38
	1672	00	12	03
	1665	00	03	43
	1666	00	06	45
	1656	00	00	50
	1856	00	00	45
	1855	00	13	30
	1854	00	00	31
	1851	00	05	66
	1850	00	03	38
	1847	00	00	16
2 ) Kespura	94	00	00	26
	21	00	03	08
	93	00	00	10
	23	00	04	42
	24	00	04	82
	25	00	05	81
	26	00	06	56
	28	00	09	28
	14	00	01	11

1	2	3	4	5
2 ) Kespura (Contd)				
	29	00	05	30
	33	00	00	26
	34	00	03	14
	36	00	06	68
	35	00	00	78
	67	00	08	75
	66	00	10	94
	65	00	02	58
	57	00	02	58
	56	00	03	66
	59	00	02	56
	60	00	04	35
	52	00	04	55
	53	00	01	19
	397	00	03	09
	398	00	13	72
	400	00	00	84
	401	00	00	37
	404	00	00	11
	410	00	07	68
	420	00	03	56
	411	00	00	10
	417	00	04	06
	418	00	02	26
	453	00	01	06
	454	00	01	62
	455	00	04	19
	465	00	08	08
	466	00	02	44
	467	00	03	89
	468	00	05	38
	471	00	00	10
	470	00	00	45
3 ) Sarsida	1076	00	03	16
	1081	00	02	50
	1075	00	13	95
	1074	00	12	82
	1086	00	02	59
	1037	00	02	51
	1036	00	14	56
	1035	00	14	80
	1104	00	00	10

1	2	3	4	5
3 ) Sarsida (Contd)	966	00	16	81
	964	00	07	00
	963	00	00	65
<b>Mandal/Tehsil/Taluk:Remuna</b>	<b>District:Baleshwar</b>	<b>State:Orissa</b>		
1 ) Paribelda	84	00	00	10
	85	00	01	68
	86	00	06	53
	169	00	01	14
	87	00	03	49
	168	00	03	88
	165	00	00	13
	161	00	02	07
	211	00	00	37
	157	00	05	97
	212	00	04	89
	155	00	01	19
	216	00	00	10
	214	00	03	29
	249	00	03	61
	219	00	00	88
	223	00	07	06
	245	00	01	16
	244	00	02	38
	246	00	00	15
	243	00	04	20
	247	00	02	64
	248	00	01	83
	242	00	18	55
	257	00	00	10
	355	00	00	25
	356	00	03	81
	359	00	08	05
	364	00	00	16
	360	00	03	51
	348	00	00	28
	346	00	02	38
	345	00	14	65
	344	00	08	27
	334	00	00	26
	337	00	10	04
	339	00	04	50
2 ) Maujpur	5	00	02	25
	4	00	11	59

1	2	3	4	5
2 ) Maujpur (Contd)	3	00	00	71
	11	00	03	21
	10	00	03	39
	12	00	02	83
	14	00	13	31
	15	00	00	36
3 ) Kalyan pur	167	00	11	68
	171	00	04	97
	172	00	08	36
	173	00	06	93
	776	00	05	27
	775	00	07	70
	774	00	02	29
	787	00	00	23
	789	00	02	93
	790	00	02	21
	792	00	01	64
	791	00	03	52
	808	00	00	87
	807	00	03	96
	819	00	02	22
	818	00	00	10
	817	00	03	64
	815	00	00	10
	816	00	01	43
	825	00	03	31
	827	00	00	52
	843	00	00	43
	842	00	04	51
	841	00	07	35
	840	00	03	10
	839	00	00	22
	853	00	00	68
	854	00	03	90
	855	00	06	37
	856	00	04	56
	857	00	01	26
	943	00	00	10
	940	00	04	09
	937	00	00	43

Mandal/Tehsil/Taluk:Rasagobindapur	District:Mayurbhanj	State:Orissa
1 ) Sapagadia	237	00 01 95
	242	00 08 39

1	2	3	4	5
1 ) Sapagadia (Contd)				
	251	00	32	66
	248	00	09	05
	249	00	02	75
	265	00	13	95
	263	00	03	04
	266	00	07	84
	329	00	24	75
	330	00	00	59
	344	00	04	21
	326	00	03	14
	325	00	23	70
	348	00	12	67
	349	00	10	15
	426	00	03	11
	425	00	09	41
	421	00	12	54
	414	00	07	58
	420	00	00	01
	417	00	11	61
	419	00	01	22
	416	00	03	43
2 ) Paikasahi	1015	00	02	73
<b>Mandal/Tehsil/Taluk:Betnoti</b>				
<b>District:Mayurbhanj</b>				
<b>State:Orissa</b>				
1 ) Kalama	1	00	06	03
	2	00	02	87
	3	00	02	55
	4	00	03	55
	13	00	00	41
2 ) Baliapita	295	00	00	21
	296	00	00	10
	310	00	03	51
	311	00	01	27
	312	00	02	01
	315	00	05	12
	314	00	01	88
	316	00	12	20
	324	00	07	68
	325	00	07	93
	323	00	01	06
	326	00	02	26
	331	00	00	36
	327	00	00	23
	234	00	12	50

1	2	3	4	5
2 ) Baliapita (Contd)	228	00	00	23
	229	00	08	39
	222	00	02	44
	215	00	07	47

[F. No. L-14014/17/2011-G.P.]

A. GOSWAMI, Under Secy.

नई दिल्ली, 6 मार्च, 2012

का. आ. 957.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 681 तारीख 01 मार्च, 2011 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल में देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकोनाडा- वामुदेवपुर-हावडा गैस पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त गणपत्र अधिसूचना की प्रतियाँ जनता को तारीख 09 फरवरी, 2012 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन विछाने के गम्बन्ध में, जनता की ओर से कोई आक्षेप प्राप्त नहीं हुआ है;

और, गक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन विछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विलंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

## अनुसूची

प्रिंटर/ नक्शेमाला/ तालुक : भगवानपुर - ।।		निला : मेंटिनापुर	ग्रन्थ उपचाम वंगाल		
गाँव का नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल			
		हेक्टेयर	एयर	सि.एयर	
।	2	3	4	5	
नया धरन उर्फ धाइपुर्खुरिया	137	00	05	24	
	158	00	10	36	
	157	00	01	21	
	159	00	17	38	
	160	00	12	14	
	153	00	00	91	
	152	00	04	95	
	161	00	03	61	
	207	00	07	89	
	206	00	08	36	
	205	00	14	23	
	194	00	02	90	
	195	00	00	40	
	204	00	11	55	
	203	00	00	62	
	198	00	00	62	
	199	00	05	50	
	201	00	12	56	
	200	00	07	87	
	331	00	00	51	
	330	00	03	77	
	329	00	06	78	
	325	00	00	17	
	328	00	07	21	
	326	00	21	93	
	320	00	17	67	
	2245	00	04	31	
	317	00	02	72	
	344	00	05	05	
	1137	00	00	96	
	2510	00	12	19	
	2508	00	01	36	
	2509	00	12	85	
	2502	00	02	20	
	1355	00	41	33	
	1348	00	01	29	
	2492	00	05	69	



1	2	3	4	5
2 ) रानी चक (निरंतर)	19 20	00 00	14 00	15 39
3 ) गरनिआ	292 296 297 580 579 583 538 541 542 533 532 527 526 524 516 514 513 500 499 496 448	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	10 11 02 03 01 00 14 09 03 12 05 00 21 13 04 00 04 09 13	27 71 91 92 22 44 13 65 41 40 89 21 07 15 32 89 78 90 23 27 32
4 ) बृद्धावनपुर	1107 1106 1109 1110 1111 1113	00 00 00 00 00 00	00 18 05 02 07 15	10 41 95 53 10 65
मंडल/ तेहसिल/ तालुक : पोटाशपुर - ।।		जिला : मेदिनीपुर	राज्य : पश्चिम बंगाल	
1 ) इसमाइलपुर	176		00	01
2 ) सतशातमल	206 157 156 124 125 115 116 121 119 79 78 77		02 05 29 01 04 27 20 01 48 05 15 05	84 23 79 36 86 60 36 13 49 24 51 42



1	2	3	4	5
4 ) शियनरी (निरंतर)	272	00	08	49
	38	00	00	54
	88	00	01	29
	89	00	00	10
	87	00	10	34
	86	00	00	53
	94	00	07	42
	107	00	01	86
	127	00	06	15
	125	00	01	93
	124	00	08	85
	133	00	01	46
	148	00	00	61
	147	00	09	96
	145	00	04	54
	144	00	00	10

[फा सं. एल.-14014/10/2011-जी.पी.]

ए. गोस्वामी, अवर सचिव

New Delhi, the 6th March, 2012

**S. O. 957.**—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 681 dated 1st March, 2011, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in land, specified in the Schedule appended to that notification for the purpose of laying Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 09<sup>th</sup> February, 2012;

And whereas, no objection was received from the public to the laying of the pipeline;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, have decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declare that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby direct that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

## Schedule

Mandal/Tehsil/Taluk:Bhagawanpur - II		District:Medinipur		State:West Bengal	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
1	2	Hec	Are	C-Are	
1 ) Naya Basan Urf Dhaipukhuria	137	00	05	24	
	158	00	10	36	
	157	00	01	24	
	159	00	17	38	
	160	00	12	14	
	153	00	00	91	
	152	00	04	95	
	161	00	03	61	
	207	00	07	89	
	206	00	08	36	
	205	00	14	23	
	194	00	02	90	
	195	00	00	40	
	204	00	11	55	
	203	00	00	62	
	198	00	00	62	
	199	00	05	50	
	201	00	12	56	
	200	00	07	87	
	331	00	00	51	
	330	00	03	77	
	329	00	06	78	
	325	00	00	17	
	328	00	07	21	
	326	00	21	93	
	320	00	17	67	
	2245	00	04	31	
	317	00	02	72	
	344	00	05	05	
	1137	00	00	96	
	2510	00	12	19	
	2508	00	01	36	
	2509	00	12	85	
	2502	00	02	20	
	1355	00	41	33	
	1348	00	01	29	
	2492	00	05	69	

1	2	3	4	5
1 ) Naya Basan Urf Dhaipukhuria (Contd)				
	1354	00	18	53
	2486	00	17	91
	2487	00	11	82
	1361	00	23	10
	1311	00	01	61
	1365	00	00	10
	1366	00	16	45
	1367	00	02	84
	1368	00	01	78
	2546	00	11	01
	960	00	06	07
	2376	00	04	08
	961	00	07	68
	962	00	00	55
	963	00	00	11
	964	00	00	10
	871	00	01	15
	2453	00	14	67
	2452	00	02	15
	2451	00	00	40
	977	00	03	78
	978	00	22	88
	2466	00	12	49
	2467	00	00	37
	2465	00	05	08
	2464	00	03	70
	981	00	02	00
	987	00	12	29
	988	00	12	17
	989	00	02	65
	996	00	04	99
	997	00	05	57
	998	00	11	96
	1000	00	09	58
	1007	00	10	60
	1009	00	00	37
	833	00	04	52
	1010	00	04	19
	1011	00	00	16
	831	00	08	93
2 ) Rani Chak	7	00	07	49
	17	00	00	10

1	2	3	4	5
2 ) Rani Chak (Contd)				
	19	00	14	15
	20	00	00	39
3 ) Garania				
	292	00	10	27
	296	00	11	71
	297	00	02	91
	580	00	03	92
	579	00	01	22
	583	00	00	44
	538	00	14	13
	541	00	09	65
	542	00	03	41
	533	00	12	40
	532	00	05	89
	527	00	00	21
	526	00	21	07
	524	00	13	15
	516	00	04	32
	514	00	04	89
	513	00	00	78
	500	00	04	90
	499	00	04	23
	496	00	09	27
	448	00	13	32
4 ) Brindabanpur				
	1107	00	00	10
	1106	00	18	41
	1109	00	05	95
	1110	00	02	53
	1111	00	07	10
	1113	00	15	65

Mandal/Tehsil/Taluk:Potashpur - II	District:Medinipur	State:West Bengal		
1 ) Ismailpur	176	00	01	84
2 ) Satshatamal				
	206	00	02	81
	157	00	05	23
	156	00	29	79
	124	00	01	36
	125	00	04	86
	115	00	27	60
	116	00	20	36
	121	00	01	13
	119	00	48	49
	79	00	05	24
	78	00	15	51
	77	00	05	42

1	2	3	4	5
2 ) Satshatamal (Contd)				
	76	00	07	68
	75	00	01	06
	352	00	11	38
	356	00	00	10
	353	00	08	16
	354	00	03	29
	355	00	08	53
	357	00	00	29
	358	00	00	62
3 ) Sandalpur	1244	00	01	38
	1248	00	03	80
	1240	00	00	91
	1251	00	03	41
	1253	00	11	83
	1135	00	05	69
	1132	00	01	87
	1134	00	06	69
	1133	00	00	13
	1148	00	11	51
	1146	00	00	16
	1149	00	01	21
	1150	00	15	53
	1153	00	02	30
	1151	00	00	10
	1099	00	01	37
	1156	00	04	71
	1157	00	12	22
	1163	00	12	58
	1161	00	00	93
	1164	00	01	07
	1165	00	07	27
	1166	00	11	31
	1167	00	04	28
	1172	00	00	68
	1169	00	04	59
	1170	00	26	42
	759	00	03	33
	756	00	11	39
	754	00	02	70
	744	00	16	80
4 ) Sianri	279	00	08	70
	270	00	03	44

1	2	3	4	5
4 ) Sianri (Contd)	272	00	08	49
	38	00	00	54
	88	00	01	29
	89	00	00	10
	87	00	10	34
	86	00	00	53
	94	00	07	42
	107	00	01	86
	127	00	06	15
	125	00	01	93
	124	00	08	85
	133	00	01	46
	148	00	00	61
	147	00	09	96
	145	00	04	54
	144	00	00	10

[F. No. L-14014/10/2011-GP.]

A. GOSWAMI, Under Secy.

नई दिल्ली, 9 मार्च, 2012

का. आ. 958.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 731 तारीख 21.02.2011 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, तमिलनाडु में तिरुतन्नी के पास विजयवाड़ा-नैलुर-चैनई पाइपलाइन के टर्मिनल प्याइंट से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा चैनई-बंगलौर-मंगलौर पाइपलाइन विधाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 06 सितंबर, 2011 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन विधाने के संबंध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अनुज्ञात कर दिया गया ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन विधाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विधाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विलंगमों से मुक्त, मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

अनुसूची

तालुक ४ तुमकूर		जिला ४तुमकूर			राज्य ४कर्नाटक		
गाँव का नाम		सर्वे सं/सब डिविजन सं.		आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल			
1	2	3	4	5			
१ ) नंदिहल्ली			00	02	72		
	40		00	00	10		
	87		00	47	90		
	86		00	33	01		
	41		00	44	05		
	101		03	24	52		
	42						
तालुक ४ हासन		जिला ४हासन		राज्य ४कर्नाटक			
१ ) सिद्धापुरा			00	59	79		
	21		00	30	47		
	19/3		00	10	09		
	19/5		00	22	36		
	20/1		00	00	10		
	20/2		00	25	63		
	17/2		00	71	26		
	17/1		00	00	99		
	16/8		00	14	55		
	16/9		00	09	77		
	16/10		00	00	15		
	16/5		00	10	17		
	16/6		00	14	50		
	6/1		00	19	53		
	6/2		00	12	63		
	7/1		00	09	14		
	7/2		00	13	69		
	8/1		00	00	10		
	90/4		00	87	82		
	91/1		00	00	10		
	92		00	31	15		
	88/2		00	03	67		
	93/2		00	01	96		
	93/1		00	82	20		
	84		00	11	34		
	99/1						
२ ) कारेखोरे कावलु			00	26	87		
	1		00	29	18		
	247		00	00	33		
	49		00	35	07		
	50		00	50	62		
	51		00	50	64		
	52						



1	2	3	4	5
४ ) विंगटिल्ली (निरंतर)				
47/2	00	22	89	
47/1	00	03	11	
42/1	00	13	67	
42/2	00	14	40	
42/3	00	10	15	
41/3	00	27	37	
41/4	00	10	21	
41/5	00	02	20	
40	00	17	76	
39	00	03	84	
9/10	00	00	38	
9/3	00	00	08	
9/4	00	10	77	
9/5	00	19	83	
9/7	00	07	44	
9/9	00	00	65	
५ ) होल्लावरा				
99/1	00	02	58	
99/2	00	14	28	
100/1	00	00	51	
100/2	00	06	54	
100/3	00	08	61	
100/4	00	00	50	
132	00	09	32	
131	00	09	97	
129	00	06	79	
128	00	05	30	
127/1	00	08	37	
127/2	00	05	57	
200	00	00	97	
201	00	11	12	
202	00	05	94	
203	00	14	12	
204	00	04	01	
206	00	06	27	
208	00	19	46	
209	00	07	59	
210	00	04	32	
211	00	04	08	
212	00	04	54	
213	00	04	35	
214	00	06	76	
261/1	00	00	54	





1	2	3	4	5
7 ) विकासनहल्ली (निरंतर)	48/2 49/3 46/1 50 45/1 44/1 44/2 43 30/2	00 00 00 00 00 00 00 00 00	01 24 99 05 06 24 33 00 18	82 99 05 71 37 17 26 36 18
8 ) वोगाराहल्ली	48	00	99	69
9 ) सोमनहल्ली कावलु	286 277	00 00	36 16	53 71
तालुक : अरसीकोरे				
1 ) केंकोरे	231/2वी 231/2सी 231/2डी 231/2इ <sup>१</sup> 232/1 236/8 236/7 236/6 246/8 246/7 246/5 246/4 246/1 246/2 252/2 252/3ए 252/4वी1	जिला इहासन	राज्य इकान्टिक	
2 ) बिदरे कावलु	213 212 214 1 217 218 219 224 225 231 236 237 244	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	00 23 30 00 00 40 18 25 19 09 09 20 07 20 00 00 12 21	11 10 74 19 37 72 23 73 88 74 90 89 90 10 49 65 30

1	2	3	4	5
2 ) विदरे कावल (निरंतर)	243	00	13	37
	242	00	42	06
	143	00	20	69
	144	00	18	28
	142	00	00	10
	141	00	41	83
	138	00	40	59
	139	00	02	48
	135	00	02	31
	134	00	38	64
	331	00	67	23
	133	00	41	02
	132	00	32	71
	131	00	10	70
	126	00	02	70
	130	00	32	91
	127	00	44	43
	128	00	42	19
	287	00	00	52
	289	00	63	36
	4	00	42	12
	304	00	40	29
	88	00	40	84
	89	00	00	13
	86	00	29	35
	84	00	09	35
	85	00	14	42
	75	00	27	87
	74	00	42	63
	63	00	40	59
	313	00	40	53
	230/1	00	28	24
	288/1	00	15	00
	288/2	00	00	58
	72/1	00	67	90
3 ) मंगलापुरा	6	00	17	73
	5	00	01	41
	4	00	00	27
	38	00	65	89
	39	00	17	63
	40	00	30	85
	31			

1	2	3	4	5
3 ) मंगलापुरा (निरंतर)	30	00	00	45
	29	00	41	98
	28	00	28	93
4 ) कोडेनाहालु	80	00	72	93
	138	00	20	65
	83/4	00	22	40
	123/2	00	03	03
	125/2	00	10	92
	125/1	00	04	83
	127	00	25	32
	130	00	12	86
	129	00	13	47
	128/1	00	00	98
	128/2	00	12	99
	151	00	02	60
	150/1	00	25	25
	152/1	00	10	71
	152/2	00	00	11
	153/4	00	15	59
	154	00	11	29
	155/1	00	06	35
	155/2एक	00	09	77
	155/2सी	00	08	70
	158/3	00	15	16
	158/4	00	14	54
	157	00	31	11
	24/2	00	17	76
	24/3	00	01	17
	23/3	00	16	23
	23/2	00	13	25
	23/1	00	35	88
	22/4	00	00	02
	22/1	00	02	38
	31	00	25	77
	34	01	18	30
	81/1	00	82	93
	81/2	00	19	79
	139/3	00	19	56
	29/1	00	15	66
	29/2	00	20	16
	29/3	00	19	46
	29/4	00	09	67

[भाग II]—खण्ड 3(ii)]

1	2	3	4	5
		00	24	53
4 ) कोडेनाहालु (लिरतर)	30/4	00	01	24
	30/5	01	07	32
5 ) होनेनहल्ली	21	01	31	68
	24	00	65	04
	16	00	03	35
	40	00	51	38
	39	00	29	91
	41	00	44	01
	42	00	74	14
	5	00	03	55
	26/1	00	09	90
	26/2	00	07	59
	26/3	00	09	08
	26/4	00	08	88
	26/5	00	10	04
	26/6	00	09	44
	26/7	00	14	20
	26/8	00	16	52
	26/9	00	08	49
	26/11	00	06	68
	26/12	00	06	99
	26/13	00	06	66
	26/14	00	07	15
	26/15	00	00	16
	11/1	00	07	25
	44/9	00	02	62
	44/10	00	13	87
	44/11	00	04	71
	44/12	00	16	95
	44/13	00	09	74
	44/14	00	02	42
	44/15	00	02	34
	44/16	00	03	20
	44/17	00	10	26
	4/5	00	24	61
6 ) होनकुमारनहल्ली	21	00	05	43
	22	00	20	05
	20/4	00	03	60
	20/3	00	00	10
	31/3	00	21	88
	24/1	00	00	33
	24/2			

I	2	3	4	5
6 ) होनकुमारनहल्ली (निरंतर)	31/2	00	23	92
	39/1	00	12	98
	38	00	09	60
	39/4	00	00	55
	39/3	00	01	41
	39/2	00	05	43
	56	00	19	33
	55/1	00	03	91
	55/2	00	07	95
	53/2 6	00	03	03
	53/2 7	00	02	85
	53/2	00	03	34
	53/3	00	01	94
	52	00	18	73
	30/1	00	49	92
	50/1	00	18	93
	50/2	00	20	80
7 ) जवकनहल्ली	40/2	00	16	08
	39/1	00	06	45
	110/2	00	26	32
	110/1	00	19	69
	50/2	00	09	75
	50/7	00	09	26
	50/1	00	09	72
	49	00	62	28
	48/5	00	15	97
	48/4	00	02	15
	48/3	00	04	30
	112	00	00	26
	111	00	24	49
	46/1ए	00	31	28
	46/2ए	00	25	48
8 ) चन्नापुरा	32/5	00	00	10
	32/6	00	28	52
	32/4	00	03	37
	35/3	00	01	11
	35/1	00	11	07
	36/6	00	10	95
	36/5	00	11	84
	36/4	00	08	65
	36/3	00	03	19
	36/8	00	08	48



तालुक : चेन्नायपट्टनम्	जिला शासन	राज्य ईकार्टक
1	2	3 4 5
1) कोडिल्ली	59/1	00 03 21
[फा.सं. एल.-14014/81/2010-जी.पी.] ए. गोस्वामी, अवर सचिव		

New Delhi, the 9th March, 2012

S. O. 958.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas, number S.O. 731 dated 21-02-2011, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying Chennai-Bangalore-Mangalore gas pipeline for transportation of natural gas from terminal point of Vijayawada-Nellore-Chennai pipeline near Tiruttani in Tamil Nadu by M/s Relogistics Infrastructure Limited to consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 06<sup>th</sup> September, 2011;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

**Schedule**

Taluk:Tumkur		District:Tumkur		State:Karnataka	
Village		Survey No./Sub-Division No.		Area to be acquired for RoU	
				Hec	Are
1	2		3	4	5
1 ) Nandihalli		40		00	02
		87		00	00
		86		00	47
		41		00	33
		101		00	44
		42		03	24
					52
Taluk:Hassan		District:Hassan		State:Karnataka	
1 ) Siddapura		21		00	59
		19/3		00	30
		19/5		00	10
		20/1		00	22
		20/2		00	00
		17/2		00	25
		17/1		00	71
		16/8		00	00
		16/9		00	14
		16/10		00	09
		16/5		00	00
		16/6		00	10
		6/1		00	14
		6/2		00	19
		7/1		00	12
		7/2		00	09
		8/1		00	13
		90/4		00	00
		91/1		00	87
		92		00	00
		88/2		00	31
		93/2		00	03
		93/1		00	01
		84		00	82
		99/1		00	11
					34
2 ) Karebore Kavalu		1		00	26
		247		00	29
		49		00	00
		50		00	35
		51		00	50
		52		00	50
					64

1	2	3	4	5
2) Karebore Kavalu (Contd)				
	55	00	10	80
	2/1	00	09	85
	2/2	00	11	35
	246/1	00	01	70
	238/2	00	07	30
	238/3	00	27	02
	238/4	00	14	06
	238/7	00	00	14
	237/1	00	02	78
	237/4	00	00	59
	48/1A	00	00	43
	48/1B	00	08	05
	48/1C	00	08	70
	48/1D	00	13	45
	48/1E	00	15	69
	48/1F	00	17	84
	47/1	00	00	10
	47/2	00	04	27
	53/1	00	49	97
	54/2	00	28	14
3 ) Hullenhalli	49	00	00	10
4 ) Chigatihalli				
	21	00	00	10
	23	00	16	86
	22/5	00	22	29
	22/4	00	10	64
	22/6	00	06	11
	22/7	00	10	16
	4/1	00	10	34
	5/1	00	09	28
	5/2	00	08	49
	5/3	00	06	49
	6	00	07	77
	7/2	00	13	89
	7/1	00	13	11
	8	00	14	99
	10	00	01	95
	56/1	00	00	21
	56/2	00	01	69
	56/3	00	17	96
	56/4	00	18	01
	56/5	00	11	42
	57/1	00	01	77

1	2	3	4	5
4) Chigatihalli (Contd)	47/2	00	22	89
	47/1	00	03	11
	42/1	00	13	67
	42/2	00	14	40
	42/3	00	10	15
	41/3	00	27	37
	41/4	00	10	21
	41/5	00	02	20
	40	00	17	76
	39	00	03	84
	9/10	00	00	38
	9/3	00	00	08
	9/4	00	10	77
	9/5	00	19	83
	9/7	00	07	44
	9/9	00	00	65
5 ) Honnavara	99/1	00	02	58
	99/2	00	14	28
	100/1	00	00	51
	100/2	00	06	54
	100/3	00	08	61
	100/4	00	00	50
	132	00	09	32
	131	00	09	97
	129	00	06	79
	128	00	05	30
	127/1	00	08	37
	127/2	00	05	57
	200	00	00	97
	201	00	11	12
	202	00	05	94
	203	00	14	12
	204	00	04	01
	206	00	06	27
	208	00	19	46
	209	00	07	59
	210	00	04	32
	211	00	04	08
	212	00	04	54
	213	00	04	35
	214	00	06	76
	261/1	00	00	54

1	2	3	4	5
5) Honnavara (Contd)	261/2	00	01	96
	260	00	07	33
	259/1	00	11	37
	259/2	00	18	58
	257	00	19	89
	256/1	00	00	23
	274/1	00	13	54
	274/2	00	01	91
	276	00	32	51
	275/5	00	00	10
	275/6	00	16	56
	275/1	00	03	87
	275/2	00	12	54
	275/3	00	10	37
	133/3	00	01	10
	101/1	00	12	73
	101/2	00	02	48
	130/1	00	10	70
	130/2	00	09	09
	215/1	00	01	04
	273/4	00	00	39
	273/5	00	00	10
	273/6	00	05	12
	273/7	00	10	69
	273/8	00	01	70
6 ) Poomagame	22	00	01	14
	20/2	00	02	22
	21	00	09	31
	20/4	00	13	59
	20/3	00	14	92
	19/2	00	22	16
	18/5	00	07	38
	18/3	00	02	34
	14	00	16	14
	247	00	01	84
	13	00	13	47
	12	00	02	06
	9	00	10	21
	6/10	00	17	55
	6/9	00	01	22
	6/5	00	03	84
	6/2	00	01	84

1	2	3	4	5
6) Poomagame (Contd)				
6/4	00	15	56	
6/3	00	02	75	
110	00	07	67	
109	00	13	71	
96/2	00	10	90	
96/1	00	24	92	
97/1	00	09	78	
97/2	00	12	61	
98	00	18	69	
99/3	00	12	77	
99/1	00	12	55	
100/1	00	03	87	
102/10	00	13	54	
102/9	00	07	18	
102/8	00	02	31	
102/1	00	00	10	
102/2	00	04	13	
102/3	00	07	87	
102/4	00	03	29	
102/5	00	01	02	
102/6	00	01	16	
8/1	00	03	35	
8/2	00	04	44	
257/4	00	00	10	
267/1	00	33	82	
267/7	00	00	34	
103/2	00	02	22	
103/3	00	15	02	
103/4	00	07	66	
7) Chikkamenahalli				
29/1	00	22	23	
29/2A	00	42	25	
31/2	00	27	28	
31/3	00	00	21	
31/4	00	09	03	
34	00	25	79	
35/1	00	13	56	
35/2	00	11	11	
35/4	00	01	06	
37	00	39	97	
38	00	46	73	
48/1	00	48	25	
49/1	00	00	28	

1	2	3	4	5
7) Chikkamennahalli (Contd)	48/2	00	01	82
	49/3	00	24	99
	46/1	00	01	05
	50	00	06	71
	45/1	00	24	37
	44/1	00	33	17
	44/2	00	00	26
	43	00	18	36
	30/2	00	00	18
3 ) Bogarahalli	48	00	99	69
9) Somanahalli Kavalu	286	00	36	53
	277	00	16	71

Taluk:Arekkere	District:Hassan	State:Karnataka		
1 ) Arekkere	231/2B	00	00	11
	231/2C	00	23	10
	231/2D	00	30	74
	231/2E	00	00	19
	232/1	00	40	37
	236/8	00	18	72
	236/7	00	25	23
	236/6	00	19	73
	246/8	00	09	88
	246/7	00	09	74
	246/5	00	20	90
	246/4	00	07	89
	246/1	00	20	90
	246/2	00	00	10
	252/2	00	00	49
	252/3A	00	12	65
	252/4B1	00	21	30
2 ) Bidare Kavalu	213	00	51	77
	212	00	03	08
	214	00	08	42
	1	00	47	41
	217	00	01	15
	218	00	48	51
	219	00	00	56
	224	00	54	19
	225	00	44	13
	231	00	21	18
	236	00	40	50
	237	00	42	82
	244	00	29	01

1	2	3	4	5
2) Bidar Kavalu (Contd)				
243	00	13	37	
242	00	42	06	
143	00	20	69	
144	00	18	28	
142	00	00	10	
141	00	41	83	
138	00	40	59	
139	00	02	48	
135	00	02	31	
134	00	38	64	
331	00	67	23	
133	00	38	30	
132	00	41	02	
131	00	32	71	
126	00	10	70	
130	00	02	70	
127	00	32	91	
128	00	44	43	
287	00	42	19	
289	00	00	52	
4	00	63	36	
304	00	42	12	
88	00	40	29	
89	00	40	84	
86	00	00	13	
84	00	29	35	
85	00	09	35	
75	00	14	42	
74	00	27	87	
63	00	42	63	
313	00	40	59	
230/1	00	40	53	
288/1	00	28	24	
288/2	00	15	00	
72/1	00	00	58	
3) Mangalapura				
6	00	67	90	
5	00	17	73	
4	00	01	41	
38	00	00	27	
39	00	65	89	
40	00	17	63	
31	00	30	85	

1	2	3	4	5
3 ) Mangalapura (Contd)				
	30	00	00	45
	29	00	41	98
	28	00	28	93
4 ) Kondenahalu	80	00	72	93
	138	00	20	65
	83/4	00	22	40
	123/2	00	03	03
	125/2	00	10	92
	125/1	00	04	83
	127	00	25	32
	130	00	12	86
	129	00	13	47
	128/1	00	00	98
	128/2	00	12	99
	151	00	02	60
	150/1	00	25	25
	152/1	00	10	71
	152/2	00	00	11
	153/4	00	15	59
	154	00	11	29
	155/1	00	06	35
	155/2F	00	09	77
	155/2C	00	08	70
	158/3	00	15	16
	158/4	00	14	54
	157	00	31	11
	24/2	00	17	76
	24/3	00	01	17
	23/3	00	16	23
	23/2	00	13	25
	23/1	00	35	88
	22/4	00	00	02
	22/1	00	02	38
	31	00	25	77
	34	01	18	30
	81/1	00	82	93
	81/2	00	19	79
	139/3	00	19	56
	29/1	00	15	66
	29/2	00	20	16
	29/3	00	19	46
	29/4	00	09	67

1	2	3	4	5
4) Kondenahalli (Contd.)	30/4	00	24	53
	30/5	00	01	24
5) Honnenahalli	21	01	07	32
	24	01	31	68
	16	00	65	04
	40	00	03	35
	39	00	51	38
	41	00	29	91
	42	00	44	01
	5	00	74	14
	26/1	00	03	55
	26/2	00	09	90
	26/3	00	07	59
	26/4	00	09	08
	26/5	00	08	88
	26/6	00	10	04
	26/7	00	09	44
	26/8	00	14	20
	26/9	00	16	52
	26/11	00	08	49
	26/12	00	06	68
	26/13	00	06	99
	26/14	00	06	66
	26/15	00	07	15
	11/1	00	00	16
	44/9	00	07	25
	44/10	00	02	62
	44/11	00	13	87
	44/12	00	04	71
	44/13	00	16	95
	44/14	00	09	74
	44/15	00	02	42
	44/16	00	02	34
	44/17	00	03	20
	4/5	00	10	26
6) Honnakumaranahalli	21	00	24	61
	22	00	05	43
	20/4	00	20	05
	20/3	00	03	60
	31/3	00	00	10
	24/1	00	21	88
	24/2	00	00	33

1	2	3	4	5
6) Honnakumarahalli (Contd)				
	31/2	00	23	92
	39/1	00	12	98
	38	00	09	60
	39/4	00	00	55
	39/3	00	01	41
	39/2	00	05	43
	56	00	19	33
	55/1	00	03	91
	55/2	00	07	95
	53/26	00	03	03
	53/27	00	02	85
	53/2	00	03	34
	53/3	00	01	94
	52	00	18	73
	30/1	00	49	92
	50/1	00	18	93
	50/2	00	20	80
7 ) Jakkannahali	40/2	00	16	08
	39/1	00	06	45
	110/2	00	26	32
	110/1	00	19	69
	50/2	00	09	75
	50/7	00	09	26
	50/1	00	09	72
	49	00	62	28
	48/5	00	15	97
	48/4	00	02	15
	48/3	00	04	30
	112	00	00	26
	111	00	24	49
	46/1A	00	31	28
	46/2A	00	25	48
8 ) Channapura	32/5	00	00	10
	32/6	00	28	52
	32/4	00	03	37
	35/3	00	01	11
	35/1	00	11	07
	36/6	00	10	95
	36/5	00	11	84
	36/4	00	08	65
	36/3	00	03	19
	36/8	00	08	48

1	2	3	4	5
8) Channapura (Contd)				
	36/1	00	09	42
	37	00	07	19
	40/6	00	07	26
	40/4	00	53	25
	40/2	00	01	51
	40/1A	00	07	05
	41/2	00	06	83
	41/1	00	15	57
	42/1	00	05	21
	43/1	00	00	32
	42/2A	00	13	31
	43/3	00	10	40
	44/1	00	01	86
	44/2	00	22	43
	45/1	00	62	60
	45/2	00	15	86
	48/1	00	24	87
	50	01	81	23
	39/6	00	13	10
	39/7	00	13	80
	47/1	00	03	96
	47/2	00	11	60
	47/11	00	13	95
	47/3	00	05	79
	47/4	00	03	09
9 ) Nagarahalli	21/2	00	03	16
	21/4	00	00	44
	18/1B	00	27	39
	18/1A	00	01	29
	18/2	00	04	82
	16/4	00	22	58
	16/3	00	05	05
	16/10	00	07	82
	16/2B	00	11	78
	16/2A	00	29	33
	16/1	00	18	05
	7/5	00	03	36
10 ) Bommachihalli	33/3	00	30	02
	32	00	32	93
11 ) Jinakerehalli	43	00	23	53
	44	00	19	44
	45/2	00	01	90

Taluk:Chennarayapatna	District:Hassan	State:Karnataka		
1	2	3	4	5
1) Kodihalli	59/1	00	03	21

[F. No. L-14014/81/2010-G.P.]

A. GOSWAMI, Under Secy.

## श्रम और रोजगार मंत्रालय

नई दिल्ली, 14 जनवरी, 2012

का०आ० 959.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल सेकरेट्री, थनमनडाला पोहू तोजहिलर संगम के प्रबंधतंत्र, के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या अहिंडी-85/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-01-2012 को प्राप्त हुआ था।

[(सं० एल-42011/19/2011-आई०आर० (डी०जू०))]

जोहन तोपनो, अवर सचिव

## MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 14th January, 2012

**S.O. 959.**—In pursuance of Section 17 of the Industrial Disputed Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/2011) of the Central Government Industrial Tribunal cum Labour Court Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to the **General Secretary Thenmandala Podhu Thozhilalar Sangam and their workman**, which was received by the Central Government on 14.01.2012.

[No. L-42012/19/2011-IR(DU)]

Johan Topno, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
CHENNAI

Tuesday, the 22nd November, 2011

## PRESENT:

A.N. Janardanan, Presiding Officer

## Industrial dispute No. 85/2011

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Central Electro Chemical Research Institute (CECRI), Karaikudi and their Workman).

## BETWEEN

The General Secretary : 1st Party/Petitioner Union  
Thenmandala Podhu  
Thozhilalar Sangam  
Devakottai, Sivaganga  
District, Tamil Nadu

Vs.

The Director : 2nd Party/Respondent  
Central Electro Chemical  
Research Institute,  
Karaikudi-630006

## APPEARANCE:

For the 1st Party/ Petitioner : Sri K. Vasudevan, Advocate

For the 2nd Party/ Management : Set Ex-parte

## AWARD

The Central Government, Ministry of Labour *vide* its Order No. L-42011/19/2011-IR(DU) dated 05.09.2011 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the Management of Central Electro Chemical Research Institute (CECRI), Karaikudi for not regularizing the Contract Labour as claimed by the Thenmandala Podhu Thozhilalar Sangam, Devakottai is legal and justified? What relief the workmen are entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 85/2011 and issued notices to both sides. Petitioner entered appearance through Advocate and filed Claim Statement. Respondent though served with notice by Registered Post has not turned up in spite of several adjournments given and has been called absent and set ex-parte. Needless to say no counter by way of pleading has been filed by it.

3. The averments in the Claim Statement bereft of unnecessary details are as follows:

The members of the Petitioner Union employed as Sweepers and Gardeners in the Respondent/Management through Contractors after having put in minimum two years and maximum 10 years of service, even with the change of Contractors every year, are continuing in employment without any disruption. They had been engaged on daily rate basis since 1977. In 1983 Management formed a Cooperative Society by name Alagappapuram Labour Contract Cooperative Society in which the Dy. Director Mr. K. Balakrishnan of the Management was holding the post of President and Mr. K. Subramanian, scientists as secretary with other seven board of directors from the permanent staff. There have been repeated demands and agitation to regularize the workmen. The society functioned till 1996. Later Mr. K. Selvaraj, Sweeper was nominated as president. In 1998 the society was closed and the workers were directed to form a separate society to ensure that the workers are employed continuously on daily rated basis, thus Sivaganga District Labour Contract Society was formed by the workers. Thus the workers were continuously

working. The name of the contract was being changed to avoid regularization. In 2001 in the place of the said Society new Society by name Om Shakti Oppandhakarargal Nala Sangam was formed. Management nominated its own workers S/Sri Saravana, P. Ganesan, S. Kannan as President, Secretary and Treasurer who have been working for the last 20 years. Contract was not given to any outsiders. In 2002 Management formed Kaliyamman Oppandhakarargal Nala Sangam and nominated Mr. A. Raman, a retired employee of the Management as President. Later on direction workers formed another Society by name Sri Ganapathy Oppandhakarargal Nala Sangam in which one R.K. Muthukumar, a Gardener was President who has been working for the last 25 years. The Contractors are not registered Contractors. In 2004 under Management's advice the name of the contract was changed as Sri Ganapathy Contractors in which Mr. R.M. Muthukumar was President and K.R. Periyasamy was President (Secretary) who have been working for the last 25 years. The work performed is perennial in nature coming within the Contract Labour (Regulation and Abolition) Act, 1970. The contracts between the Management and the Contractors are mere paper arrangement. The work is directly controlled by the Management. The Contractors are only name lenders. Payment is directly made by the Management in some cases. The Contractors never turn up to the work spot. The Contract is sham and make-believe arrangement to evade compliance of various beneficial legislations and payment of wages. It is exploitation of cheap labour and to avoid the workmen the status of regular workmen. Scheme of Contract Labour (Regulation and Abolition) Act is to avoid contract labour when the work is regular and perennial in nature. In STEEL AUTHORITY OF INDIA LTD. AND OTHERS *Vs.* NATIONAL UNION WATERFED WORKERS AND OTHERS (2001-4-LLN-135) Apex Court held as follows 'On issuance of prohibition notification under S. 10.(1) of the Contract Labour (Regulation & Abolition) Act prohibiting employment of contract labourer or otherwise, in any industrial dispute brought before it by any contract labourer in regard to condition of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labourer for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is camouflage, the so-called contract labourer will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labourer in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder'. Since the work is regular and perennial in nature it is just and necessary that the Respondent/Management should employ workmen in these areas directly

under their control instead of contracting out the work. Hence the demand for regular absorption in the fold of the Management is only justified. The names of workers employed as Sweepers and Gardeners with their dates of joining are given in the annexure *viz.* Sweepers serially numbered from 1 to 18 and Gardeners serially numbered from 1 to 26. Their efforts having failed, ID raised. Merely because the Management has registered under the Contract Labour Act as contended, it does not mean that petitioner is barred from claiming absorption on the ground that the contract is sham and nominal. That the Management has no control over the workmen is untrue. The work is supervised by the officials of the Management who have given certificate vouchsafing them as workers under the Management which is simply denied by the Management as being given only by the Heads of Department of their own capacity. It is nothing but exploitation of cheap labour, victimization and unfair labour practice. The workmen are therefore entitled to absorption and the claim is fully justified, which is prayed for.

4. Respondent being ex-parte no counter is forthcoming.

**5. Points for consideration are :**

(i) Whether the action in not regularizing the contract labour is legal and justified?

(ii) To what relief the concerned workmen are entitled?

6. Evidence consists of the sworn testimony of WW1 by way of Proof Affidavit in lieu of Chief Examination and Ex. W1 to Ex. W18 marked.

**Points (i) & (ii)**

7. Heard Petitioner's counsel. Perused the Claim Statement, records and documents. It is argued that contract labour, 18 named Sweepers and 26 named Gardeners have been engaged under the Management on daily rated payment basis. Their claim is that though they are described as contract labour, really they are direct employees under the Respondent/Management doing work of permanent and perennial nature. Their work is controlled and supervised by the officials of the Management only. The so-called intermediate Contractors are only name lenders. The so-called contract is a pretence, nominal and sham. It is mere ruse and camouflage to avoid compliance of various beneficial legislations and payment of wages and to exploit cheap labour and also to deny the workmen the status of regular workmen. The Contractors have no license. The contract is a mere paper arrangement. The work done by the workmen being regular and perennial in nature only direct employees are to be employed. Ex. W1 to Ex. W18 are the documents relied on by the Petitioner Union to substantiate the contention. They at best tend to show that the workmen were actually engaged directly under the Management and not through any intermediary Contractors. Discernibly there

have been changes of Contractors over a period from time to time but even with such change of Intermediary Contractor the workmen have not been changed. It is sworn to that the officials of the Management supervised and controlled the work. Payments were made by the Management and not by the Contractor. These aspects are apparently or *prima facie* proved from the sworn testimony of WW1 and the documents produced. It may therefore aptly be said that in spite of the mentioning of the workmen as Contract Labour they are really workmen directly under the Respondent/Management. After having engaged them for years they are still continued as such in order to exploit cheap labour and to deny them benefits payable to their counterpart in the regular employment. This amounts to unfair labour practice. The Respondent/Management though served with notice has not turned up to challenge the case or evidence adduced on behalf of the Petitioner Union. Though as unfolded by the Petitioner that the Respondent disowns control or supervision over the work of the workmen and also that the Management has registered under the Contract Labour (Regulation & Abolition) Act, 1970 and has put forth their case elsewhere or in the conciliation forum, they have not come forward before this adjudicatory forum to affirm it. Rules in the Evidence Act or Code of Civil Procedure regarding admission of evidence would be of guidance as tool of fair procedure only when a tool becomes necessary for application on the face of any challenge to the material produced. In the absence of any contra evidence and pleadings or any challenge to the credibility of the evidence of the petitioner, let in by way of Proof Affidavit in lieu of Chief Examination, though not subjected to cross-examination, but supported by documents, it is only just and proper for this Court to be swayed away for giving a finding in favour of the case of the Petitioner Union as pleaded and formally and *prima facie* established. Therefore it is only to be held that the workmen are workers directly under the Respondent/Management and they are entitled to be regularized, denial of which is not legal and justified.

8. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd November, 2011)

A.N. JANARDANAN, Presiding Officer

#### WITNESSES EXAMINED:

For the 1st party/ : WW1, Sri G. Sethuraman  
Petitioner

For the 2nd Party/ Management	: None
<b>DOCUMENTS MARKED:</b>	
<b>on the petitioner's side</b>	
Ex.No.	Date
Ex. W1	02.11.1995
Ex. W2	07.06.1986
Ex. W3	13.09.1995
Ex. W4	25.10.2000
Ex. W5	17.07.2001
Ex. W6	12.09.2001
Ex. W7	30.01.2002
Ex. W8	28.02.2002
Ex. W9	26.12.2002
Ex. W10	11.07.2003
Ex. W11	28.05.2004
Ex. W12	27.07.2004
Ex. W13	07.06.2007
Ex. W14	20.11.2007
Ex. W15	07.03.2007
Ex. W16	24.01.2008
Ex. W17	10.10.2008
Ex. W18	05.09.2011
<b>On the Management's side</b>	
Ex.No.	Date (N/A)
	Description

नई दिल्ली, 9 फरवरी, 2012

का०आ० 960.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बडौदा के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध

में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-1/72 ऑफ 2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 16-01-2012 को प्राप्त हुआ था।

[सं. एल-12012/93/2004-आई आर (बी-II)]  
शीश राम, अनुभाग अधिकारी

New Delhi, the 9th February, 2012

**S.O. 960.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. CGIT-1/72 of 2004) of the Central Government Industrial Tribunal/Labour Court-1, Mumbai new as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 16/01/2012.

[No. L-12012/93/2004-IR(B-II)]  
SHEESH RAM Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1

MUMBAI

JUSTICE GS. SARRAF, Presiding Officer

Reference No. CGIT-1/72 of 2004

**Parties** : Employers in relation to the management of Bank of Baroda  
And  
Their Workmen (Yashoda G. Namaey)

#### APPEARANCES:

For the Management : Mr. Lancy D' Souza,  
Management Representative.

For the workman : Mr. M.B. Anchan, Adv.  
State : Maharashtra

Mumbai, dated the 30th day of December 2011.

#### AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947 (hereinafter referred to as the 'Act'). The terms of reference given in the schedule are as follows:

"Whether the action of the management of Bank of Baroda, thorough its officers in terminating/ discontinuing the services of/in not allowing the

workman Smt. Yashoda Ganpat Namaey to resume her duties on and from 20.11.2002 is legal, proper and justified? If not, what relief the concerned workman is entitled to and from which date.

2. According to the statement of claim filed by the workman Yashoda Ganpat Namaey she was working with the first party bank as a sweeper-cum-peon from October 1990. She worked continuously and without break and her last drawn wages were 1,650/-p.m. She was getting Rs. 750/- for the work of sweeper and thereafter she worked as peon. Her record was clean and spotless. She was admitted in hospital on 8.11.2002 on account of stomach problem. After operation she went to resume her duty on 20.11.2002 but the Manager of the first party bank orally told her that her services were not required. No notice or charge sheet was issued and no proper enquiry was conducted and she was not given any opportunity to defend. According to the statement of claim the action of the first party bank is illegal. The action of the first party bank amounts to retrenchment whereas no retrenchment compensation was offered to the workman. It has, therefore, been prayed that the first party bank be directed to reinstate her with continuity of service and full back wages.

3. The first party bank has filed written statement wherein it has stated that the workman was not engaged against any vacancy and she was engaged as a casual for cleaning the verandah of the first party bank as and when required. The bank has denied that the workman was working as a sweeper-cum-peon. The workman was engaged intermittently as stop gap arrangement in the absence of regular sweeper and that too for a limited duration of each such days of her engagement. The Branch Manager of the bank had no authority to employ her because the bank had its own rules and regulations for recruitment of sub-staff employees. The workman was never given any appointment letter and she was required to work only on the basis of need. According to the written statement the workman is not entitled to any relief.

4. The workman has filed rejoinder wherein she has reiterated her stand taken in the statement of claim.

5. The workman has filed her affidavit and she has been cross-examined by learned counsel for the bank whereas the bank has filed affidavits of Abhay Pradhan and Ramesh Shivlal Parikh who have been cross-examined by learned counsel for the workman.

6. Heard learned counsels for the parties.

7. The first party bank is a nationalised bank which has its own rules and regulations for recruitment. The workman has not been appointed in accordance with the rules but she has been engaged as casual part time worker on the basis of need of the work. A person who accepts such engagement either temporary or casual in nature is aware of the nature of employment and accepts the

employment with eyes open. If it is directed to continue such person permanently then by doing so, it will be creating another mode of public appointment which is not permissible under law.

8. Since the workman was only a casual or temporary worker she had no right to the post and her disengagement cannot be said to be arbitrary and cannot be construed to be retrenchment under the Act.

For the reasons stated above the workman is not entitled to any relief.

An Award is passed accordingly.

JUSTICE G.S. SARRAF, Presiding Officer

नई दिल्ली, 9 फरवरी, 2012

**का०आ० 961.—औद्योगिक विवाद अधिनियम 1947 ( 1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार औरियेन्टल बैंक ऑफ कार्मस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय-I, मुम्बई के पंचाट (संदर्भ संख्या सी जी आईटी-1/7आ०फ 2007)को प्रकाशित करती है जो केन्द्रीय सरकार को 16.01.2012 को प्राप्त हुआ था।**

[सं एल-/2012/75/2006-आई आर (बी-II)]  
शीश राम, अनुभाग अधिकारी

New Delhi, the 9th February, 2012

**S.O.. 961.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. CGIT-1/7 OF 2007) of the Central Government Industrial Tribunal/Labour Court-I, MUMBAI now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ORIENTAL BANK OF COMMERCE and their workman, which was received by the Central Government on 16/01/2012.**

[No. L-12012/75/2006-IR(B-II)]  
SHEESH RAM, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

JUSTICE G.S. SARRAF, Presiding Officer

REFERENCE NO. CGIT-1/7 OF 2007

Parties : Employers in relation to the management of Oriental Bank of Commerce  
And  
Their Workmen

#### APPEARANCES:

For the Management : Shri. T. Vijaykumar, Adv.  
For the workmen : Shri. J.P. Sawant, Adv.  
State : Maharashtra

Mumbai, dated the 15th day of December, 2011

#### AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947. The terms of reference given in the schedule are as follows:

Whether the action of the management of Oriental Bank of Commerce, Mumbai by terminating the services of S/Shri Satyendra D. Naik, R. Ramdas, Mahadev Shabaskar and Shri Anil Shukla w.e.f. 30.11.2005 is justified? If not, what relief these four workmen are entitled to?

2. The workman R. Ramdas has not filed any statement of claim.

3. According to the statement of claim filed by Satyendra D. Naik, Mahadev Shabaskar and Anil Shukla the workmen Satyendra D. Naik and Anil Shukla were appointed Data Entry Operators while the workman Mahadev Shabaskar worked as Peon for almost two years and thereafter he was appointed Data Entry Operator in the Global Trust Bank. A.N. Bhatkal was the contractor through whom the workmen were paid wages. After amalgamation of the Global Trust Bank with Oriental Bank of Commerce (hereinafter referred to as the Bank) on 14.8.2005 the workmen continued to work in the Bank till their termination on 30.11.2005. Vide notification dt. 14.8.2004 the Central Government sanctioned the scheme for the amalgamation according to which all the employees of the transferor bank would continue in service and would be deemed to have been appointed in the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees. As per the minutes of industrial relations meeting with the All India Oriental Bank Federation held on 30.9.2005 there was a proposal for absorption of outsourced employees in the regular employment. As per the circular dt. 28.10.2005 the workmen were to be absorbed in the Bank. As per the circular the workmen applied to the Bank through proper channel but without any success. According to the statement of claim the contract arrangement between the management and the contractor for providing labour was sham, bogus, nominal and rather it was a camouflage and paper arrangement just to deprive the workmen of their rights and to deny them better wages and service conditions which were available to regular employees of the Bank. The workmen were controlled and their work was supervised by the Bank officers and the contractor came only once in a month for paying the salary to the workmen.

As the contractor was almost a broker and an agent of the management the workmen are entitled to be declared as permanent and are entitled to receive wages, allowances and other benefits as are available to the permanent employees of the Bank. There are vacancies of data entry operators and the workmen are fully qualified for the said posts. The workmen have, therefore, prayed that the management be directed to reinstate and absorb them as permanent workers.

3. The Bank has filed written statement wherein it has been stated that the Bank follows prescribed procedure for appointment and never employed any of the three workmen in whatsoever capacity at any point of time and, therefore, there is no employer-employee relationship between the Bank and the workmen. The Bank neither issued any letter of appointment to any of these workmen nor made payment of salary to them. The Bank did not issue any letter of termination either for the simple reason that they were never the employees of the Bank. In fact they were employed by M/s. A.N. Bhatkal Financial Services Pvt. Ltd, the contractor. According to the written statement the workmen did not possess required qualification as per the circular dt. 28.10.2005. As per the terms of amalgamation approved by the Reserve Bank of India as well as the Central Government and as per the notification dt. 13.8.2004 issued by the Govt. of India there is absolutely no obligation on the Bank to regularize, absorb or protect the employment of the contractual employees and, therefore, the workmen have no legal right to claim absorption or reinstatement in the Bank.

4. The workmen have filed rejoinder wherein they have reiterated what they have stated in the statement of claim.

5. The three workmen have filed their affidavits and they have been cross-examined by the learned counsel for the Bank. The Bank has filed affidavit of Raj Jee, Chief Manager who has been cross-examined by learned counsel for the workmen.

6. Heard learned counsels for the parties.

7. The workman Satyendra D. Naik has stated in his cross examination:

"This is correct that I did not apply for job in Global Trust Bank. This is correct that my salary was paid by contractor and not by Global Trust Bank of Oriental Bank of Commerce. Global Trust Bank or Oriental Bank of Commerce did not give me any letter of termination.....On the date of amalgamation my educational qualification was S.S.C. in S.S.C. examination I secured 38% marks. This is correct that after amalgamation a circular was issued in the month of October 2004 wherein it was stated that for absorption on the post of Data Entry Operator the person should be a graduate or should have

secured minimum 50% of marks in S.S.C. examinations. This is correct that I do not hold that qualification".

8. The workman Anil Shukla has stated in his cross examination:

"This is correct that I never applied for job in the Global Trust Bank. This is correct that I did not get my salary from the Global Trust Bank or from the first party Bank. The Global Trust Bank or the first party Bank did not give to me any termination letter.....I used to get my salary from M/s. A.N. Bhatkal Financial Services Pvt. Ltd..... This is correct that I am not a graduate. In Higher Secondary Examination I secured 37% marks. In Matriculation examination I secured 40% marks. This is correct that I was not fulfilling the conditions for making permanent in service".

9. The workman Mahadev Shabaskar has stated in his cross-examination

"This is correct that I did not (apply) for job in Global Trust Bank. This is correct that neither I was issued appointment letter nor I was given salary by the Global Trust Bank or the first party Bank. I was not given any termination letter also by the Bank.....At the time of amalgamation I was receiving my salary from M/s. A.N. Bhatkal Financial Services Pvt. Ltd..... This is correct that I am not graduate. I secured 35% marks in Higher Secondary Examination. In matriculation Examination I secured 43% marks. This is correct that I do not come within the criteria for being made permanent".

10. The statements of the workmen thus make it absolutely clear that they were neither appointed nor terminated by the Bank. It is also very clear that they were receiving their salary from M/s. A.N. Bhatkal Financial Services Pvt. Ltd. and not the Bank. There is thus no doubt that there never was an employee and employer relationship between the workmen and the Bank.

11. There is no proof of the allegation made in the statement of claim that the contract between the Bank and the contractor M/s. A.N. Bhatkal Financial Services Pvt. Ltd. was sham, bogus and nominal.

12. It is also admitted by the workmen that they do not hold the qualifications as prescribed in their circular dt. 28.10.2005 for absorption.

13. When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on proper selection as recognized by the relevant rules or procedure he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot claim absorption when an appointment to the post can be made

only by following a proper procedure for selection. Moreover, it is an admitted fact that the workmen do not hold requisite qualifications.

12. For the reasons stated above I am of the opinion that the workmen are not entitled any relief.

Award is passed accordingly.

JUSTICE G.S. SARRAF, Presiding Officer

नई दिल्ली, 9 फरवरी, 2012

का०आ० 962.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) वर्गी धारा 17 के अनुसार मैं केन्द्रीय सरकार यूको बैंक के प्रबंध तंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/12/97) को प्रकाशित भरती है जो केन्द्रीय सरकार को 13-01-2012 को प्राप्त हुआ था।

[सं. एल-12012/375/1995-आई आर (बी- II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 9th February, 2012

S.O. 962.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/12/97) of the Central Government Industrial Tribunal/Labour Court, JABALPUR now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 13/01/2012.

[No. L-12012/375/1995-IR(B-II)]  
SHEESH RAM, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/12/97

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

Shri Komal Dashrath,  
134, Ram Rahim Nagar,  
Ratlam (MP) : Workman

*Versus*

Divisional Manager,  
UCO Bank,  
Old Parasia,  
A.B. Road, Indore : Management

#### AWARD

Passed on this 21st day of December 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/375/95-IR(B-2) dated 3-1-97 has referred the following dispute for adjudication by this tribunal:—

"Whether the action of the management of UCO Bank in terminating the services of Shri Komal Dashrath, daily rated casual peon, Sarwan Branch, Distt Ratlam w.e.f. 16-8-93 without following the provisions of Section 25-F of I.D. Act is legal and justified? If not, to what relief the workman is entitled?"

2. The case of the workman in short is that he was engaged on daily wages since 9th November 1990 by the Branch Manager UCO Bank, Sarwan Block Sailal branch and worked till 16-8-93 as a peon. He was orally terminated on 16-8-93 without notice and without retrenchment compensation in violation of Section 25-F of the Industrial Dispute Act, 1947 (in short the Act, 1947) He was working continuously and worked more than 240 days in every year. It is submitted that his termination is illegal within the provision of the Act, 1947 and the workman be reinstated with back wages.

3. The management also appeared and contested the reference by filing Written Statement. The case of the management, interalia, is that the workman might have been engaged on part time daily wages basis to do cleaning and sweeping nature of work in the Bank but it is denied that he worked more than 240 days every year and therefore the provision of the Act, 1947 was not applicable. It is submitted that the reference be answered in favour of the management.

4. On the basis of the pleadings, the following issues are framed for adjudication—

I. Whether the action of the management in terminating the services of Shri Komal Dashrath, daily rated casual peon w.e.f. 16-8-93 is legal and justified?

II. To what relief the workman is entitled?

5. Issue No. I

The workman did not file any evidence in the case and became absent. Lastly his evidence was closed.

6. The management has examined one witness in the case. The management witness Shri A. Sheikh was Asstt. Manager in UCO Bank, Sarwan Branch during the period from 8-9-2008 to 26-6-2010. He has stated that the workman was engaged time to time on urgency of daily wages which came to an end immediately on completion of such urgent work. He was paid from contingency expenses. He never worked continuously for more than 240 days in a calendar year and the provision of the Act, 1947 is not attracted. His evidence is unrebutted. There is no reason to disbelieve the evidence of this witness. This shows that there is no violation of the Act, 1947. This issue is decided against the workman and in favour of the management.

## 7. Issue No. II

On the basis of the discussion made above, it is clear that the workman is not entitled to any relief. The reference is accordingly answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

21.12.11

Mohd. Shakir Hasan, Presiding Officer

नई दिल्ली, 9 फरवरी, 2012

का०आ० 963.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार विज्ञा बैंक के प्रबंधतत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, न० 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/ऑफ 2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 16-01-2012 को प्राप्त हुआ था।

[सं० एल-12012/23/2006-आई आर (ली० II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 9th February, 2012

S.O. 963.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. CGIT/2/40 of 2006) of the Central Government Industrial Tribunal/Labour Court No. 2, MUMBAI now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of VIJAYA BANK and their workman, which was received by the Central Government on 16/01/2012.

[No. L-12012/23/2006-IR(B-II)]  
SHEESH RAM, Section Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

## PRESENT:

K.B. KATAKE, Presiding Officer

Reference No. CGIT-2/40 of 2006

EMPLOYERS IN RELATION TO THE MANAGEMENT  
OF VIJAYA BANK

The Regional Manager  
Vijaya Bank  
Regional Office  
1st floor, S.V. Road

Santacruz (W)  
Mumbai 400 054.

AND

THEIR WORKMEN,  
Shri Nagraj S. Devar  
Shree Samarth Sadan  
House No. 962, Room No. 2  
Koparkhairne Village  
Sector-19-C  
Navi Mumbai.

## APPEARANCES:

FOR THE EMPLOYER : Mr. R.S. Pai, Advocate.

FOR THE WORKMAN : Mr. D.S. Hatle, Advocate.

Mumbai, dated the 1st November 2011.

## AWARD

The Government of India, Ministry of Labour & Employment by its Order No. L-12012/23/2006-IR (B-II), dated 29.06.2006 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

Ref. CGIT-2/40 of 2006

"Whether the action of the management of Vijaya Bank, Regional Office, Mumbai in imposing the punishment of dismissal from service on Mr. Nagraj S. Devar w.e.f. 04.09.2003 is legal and justified? If not, to what relief, Shri Nagraj S. Devar is entitled?"

2. After receipt of the reference from the Ministry, both the parties were served with the notices. They appeared through their respective legal representative. The second party workman has filed his statement of claim at Ex-8. According to him, he was serving as a Peon with the first party Bank. He served with the first party honestly and sincerely for about 20 years. On 22/03/2003, Bank has given him show cause notice and suspended him. On 18/4/2003 he was served with charge sheet. He submitted his reply thereto. However the management was not satisfied with his reply and they started departmental inquiry against him. On 4/9/2003, they informed him that he was dismissed from service. His appeal was also dismissed by the Appellate Authority.

3. According to him, the inquiry against him was based on false allegations made by lady clerk Smt. Nazia Patel from the office of Chartered Accountant M/s Sunil Chopra & Co.. She had made false allegation of misbehaviour with her. The allegations were totally false. He further contented that he is educated only up to 8th std. and inquiry officer did not explain him the inquiry proceedings. His signatures on the inquiry proceedings

were obtained by the inquiry officer under coercion and threat. Inquiry Officer did not take in to account his defence in the inquiry proceeding. Inquiry officer acted at the instance of the first party. He wrongly held the second party workman guilty of the charges leveled against him. The inquiry is not fair and proper and the order of dismissal is illegal. Therefore the workman prays that the order of dismissal be quashed and he be reinstated in the service with full back wages.

4. The first party management resisted the statement of claim vide its written statement Ex-9. According to them, while working as a Peon at Vashi Branch, Navi Mumbai, he was involved in sexual harassment of Ms. Nazia Patel, a female employee from the office of Auditor or Bank namely M/s. Sunil Chopra & Co. The workman was charge-sheeted for the same. D.E. was initiated against him and he fully participated therein. The inquiry officer by his report dt. 5/8/2003 found the workman guilty of the charges leveled against him. He submitted his report to the disciplinary authority, it was served on the second party. Second party submitted his representation dated 29/8/2003. The disciplinary authority after considering the report and findings of inquiry officer and the representation of the workman dated 18/9/2003, vide its order dt. 6/10/2003 imposed punishment of dismissal of the workman from services. According to them the inquiry officer has conducted fair and proper inquiry and his findings are just and proper. The Punishment awarded by the disciplinary authority is quite adequate and proportionate to the misconduct of the workman. Therefore they pray that the reference be dismissed with cost.

5. Following are the preliminary issues framed by my Ld. Predecessors for my determination. I record my findings thereon for the reasons to follow:

Issues	Findings
1. Is inquiry fair and proper?	Yes.
2. Is findings perverse?	Yes.

#### REASONS

##### Issue no.1:—

6. In the case at hand, the Id adv. for the second party workmen vehemently submitted that in the departmental inquiry, the main witness *i.e.* the complainant Ms. Nazia Patel was not examined. According to him, whatever evidence recorded by the inquiry officer was not at all admissible being hearsay evidence. According to him, the inquiry officer mostly relied upon the statement of the Branch Manager concerned, to whom Ms. Nazia alleged to have reported about the alleged teasing and misbehavior by the second party workman. In this respect the Ld. Adv. of the first party contended that, She did not appear before the enquiry officer for personal reasons. He further submitted that, neither Ms. Nazia is employee of the first

party Bank, nor she was under the control of the management. Therefore, her presence could not be secured and the inquiry officer thus, could not record her statement. However according to him, there is not reason to discard the testimony of the Branch Manager to whom Ms. Nazia made a complaint. He further submitted that the Branch Manager wrote a letter to higher authority about the misbehavior. The said letter is on record. In this respect the Id. Adv. submitted that the first party examined the witnesses which were under their control and could not examine Ms. Nazia as she was not available for personal reasons. Therefore the Id Adv submitted the non-examination of such a witness does not vitiate the inquiry proceeding.

7. In this respect the Id. Adv. for the workman submitted that the workman is illiterate, he does know English whereas the evidence is recorded in English. According to him, it amounts to violation of principles of natural justice. On the point Id. Adv. for the first party submitted that the workman was represented by his defence representative Mr. Sunil J. Sapkal who knows English well. He further submitted that though the evidence was recorded in English, the inquiry was conducted in Marathi. Therefore he submitted that the inquiry cannot be held illegal or unfair. On the point he resorted to Bombay High Court ruling in **National Organic Chemicals Ltd. & Ors. V/s. Pandit Ladaku Patil 2008 III CLR 716** wherein the inquiry was conducted in Marathi and the evidence was recorded in English. The Hon'ble Court held that, the inquiry cannot be quashed for following such a procedure of recording evidence in English. The same principle was laid down in **Navinkumar B. Panchal V/s Godrej Boyce Manufacturing Co. Ltd. & Ors. 2004 1 CLR 47**. In the light of the ratio laid down in these rulings the inquiry cannot be declared improper for recording the evidence in English.

8. In respect of non-examination of Ms. Nazia Patel, the Id. Adv. for the second party workman submitted that as management did not examine Ms. Nazia, therefore workman could not cross examine her in the departmental inquiry. Therefore, according to him, it amounts to violation of principles of natural justice. In this respect I would like to point out that as Ms. Nazia was not examined, question of cross examining her does not arise. Had she been examined and not offered for cross examination, then, it would have amounted to violation of principles of natural justice. Witness who is not examined, question of her cross examination does not arise. At the most it can be said evidence or complaint of such witness who is not examined cannot be used against the second party. The evidential value thereof would be seen on merit. In short the claim of the second party to declare the inquiry unfair or illegal on the ground of violation of principles of natural justice is found to be devoid of merit.

9. In respect of the merit of the inquiry proceeding, fact is not disputed that the charge-sheet was served upon the second party. Charge was also explained to him. the second party has also contended in his statement of claim that, he has filed reply to the charge-sheet. From the evidence on record, it is clear that the second party workman had taken part in the inquiry proceeding. Fair and proper opportunity was given to him to defend himself. Copies of all documents were served on him. His defence representative has cross examined the prosecution witnesses. In the circumstances, though one of the witnesses who is the main witness is not examined as she is not under control of the Bank. In the circumstances, inquiry cannot be called unfair or improper. The management has followed the principles of natural Justice. They have examined the witnesses which were under their control and available. Ms. Nazia could not attend the inquiry proceeding for personal reasons. Effect thereof can be seen while deciding the point of genuineness of findings. For non-examination of a witness, the inquiry cannot be called illegal or improper.

10. The Id Adv. for the first party further submitted that strict rules of Evidence Act are not applicable to the domestic inquiry. In support of his argument he resorted to Apex Court ruling in **State of Haryana & Anr. V/s. Rattan Singh & Ors. Civil Appeal No. 922 of 1976 decided on 22/3/1977** wherein the Hon'ble Court observed that:

"It is well-settled that in a domestic inquiry the strict and sophisticated rules of evidence under the Indian Evidence Act may not apply."

In the case at hand, therefore the above referred irregularity of not examining the complainant, does not vitiate the inquiry. In the circumstances, I hold that the inquiry is fair and proper. Accordingly, I decide this issue No.1 in the affirmative.

#### Issue No. 2:—

11. In respect of findings of inquiry Officer, the Id. Adv. for the second party submitted that, the findings of the inquiry officer arrived at on the basis of hearsay evidence. Therefore such findings cannot be upheld. He further submitted that, neither complainant was examined, nor the second party got an opportunity to cross examine her and the findings are based merely on hearsay evidence. As against this, the Id. Adv. for the first party submitted that in domestic inquiry, such evidence can be relied upon. In support of his argument, he resorted to Apex Court ruling in **Shri J.D. Jain V/s. The Management of State Bank of India & Anr. in Civil Appeal No. 495 (L) of 1979 decided on 17/12/1981**. However facts in that matter were altogether different, wherein the complainant therein had not given written complaint against the bank employee for withdrawal of excess amount from his account. On the other hand he had given verbal complaint in presence of four other

employees of the bank. In that case though the complainant was not examined, and there was no written complaint, the Hon'ble Court held that such a verbal complaint is acceptable. The Hon'ble Court in that case held that evidence of the other employees in whose presence, verbal complaint was given cannot be called hearsay evidence. The Hon'ble Court on the point of hearsay evidence in a domestic inquiry observed in para 9 of the judgement that:

*"There is no allergy to hearsay evidence, provided it has nexus and credibility."*

In the light of above ruling, though hearsay evidence cannot be totally discarded, however in the case at hand there is no other evidence of the alleged sexual harassment or there is also no nexus with the allegations thereof. So also the evidence of Branch Manager cannot be called credible as not supported by any other independent evidence. Therefore, the ratio laid down in the above ruling is not helpful to the first party in the case at hand. In this respect, I would like to point out that the allegations made by Ms. Nazia to the Branch Manager were wrongly accepted as evidence of sexual harassment. In fact the evidence is not only hearsay but also not corroborated by any material evidence or circumstances on record.

12. On the point further I would like to point out that, even presuming for the sake of argument that the second party workman had asked Ms. Nazia as to when her work would be completed and as to when she was going home and whether her superior was to visit the office on that day? None of these questions or queries can be called obscene gesture nor would come in the purview of sexual harassment without any other evidence on record. Even asking Ms. Nazia why she was wearing a particular type of shoes does not come in the ambit of obscene or sexual harassment as has been alleged. In this backdrop, I come to the conclusion that the findings arrived at, by the inquiry officer does not stand to reasons that, the workman had sexually harassed a lady employee.

13. In this respect the Id. Adv. for the first party management submitted that the inquiry and finding of the inquiry officer cannot be set aside by Industrial Court when the inquiry officer has followed proper procedure, and has also followed the principles of natural justice. In support of his argument, the Id Adv. resorted to the Apex Court ruling in **S.E. & Stamping Works V/s. The workman AIR 1963 SC 1914** wherein the Hon'ble Court in para 4 of the judgement observed that:

*"If an industrial employee's services are terminated after a proper domestic inquiry, held in accordance with the rules of natural justice and the conclusion reached at the inquiry are not perverse, Industrial Tribunal is not entitled to consider the propriety or the correctness of the said conclusion."*

The Id. Adv. also resorted to another Apex Court ruling in **Banaras Electrics and Power Co. Ltd. V/s. Labour Court II Lucknow & Ors.** wherein the Hon'ble Court held that:

"This Court has in several cases while dealing industrial dispute of this kind, occasion to point out that an Industrial Tribunal would not be justified in characterizing the findings recorded at the domestic inquiry as perverse unless it can be shown that such findings is not supported by any evidence or is entirely opposed to the whole body of evidence adduced before if."

14. In the case at hand at the outset I would like to point out that the allegations against the second party workman cannot be called sexual harassment merely as he asked Ms. Nazia as to when her work would be over? When she was leaving the office? Whether her superior was to visit the office? and Why she was wearing a particular type of shoes? It is alleged that he followed her riskshaw by another rickshaw and teased her at the signal point. In this respect I would like to point out that though the provisions of Evidence Act are not strictly applicable to the domestic inquiry proceeding, however the basic principles thereof cannot be totally lost sight of Ms Nazia was not at all examined by the inquiry officer by saying that as she was not bank employee; she was not under their control. It is alleged that Ms Nazia left the office alongwith another lady employees Mrs. Uma Maheshwari. However no incident of teasing had taken place in presence of Mrs. Uma Maheshwari. No other witness is examined who has heard or seen the workman teasing or making any gesture. Neither complainant was examined nor any other witness who has seen or heard about the alleged incident. In the circumstances allegations made against the workman that he teased Ms. Nazia and asked her some questions and sexually harassed her cannot be said to have been proved even by applying the principles of preponderance of probability as there is absolutely no evidence. The questions referred above in normal course neither can be called obscene nor it can be said sexual harassment unless these questions are asked in some special circumstances. The complainant did not come forward to explain any special circumstance to say that, these questions were asked in order to harass her sexually. In short it is clear that, the findings recorded by the inquiry officer are not supported by the evidence on record as has been observed in the above referred rulings. Accordingly I hold that, the findings recorded by the inquiry officer are perverse as not supported by evidence on record. Therefore though the inquiry is held to be fair and proper, I hold that as findings are perverse, the workman has to be exonerated from the charges leveled against him. Consequently I hold that the workman is entitled to be reinstated.

15. In respect of backwages, I would like to point out that the workman is exonerated as the main witness

Ms. Nazia was not examined by the inquiry officer. Though the questions alleged to have asked by him do not fall in the category of sexual harassment, no doubt it was unnecessary to ask such questions to an employee of audit office with whom he had no concern. It seems that he himself had invited the trouble, may be due to his over curiosity or to get unwanted knowledge. Furthermore, he was not on duty since the day of his suspension and the Bank need not bear the burden of backwages of a person who did not work for the period. In the circumstances it would not be proper to grant backwages to the second party. In this backdrop I think it proper to set aside the order of termination and direct the management to reinstate second party workman without backwages. Thus the order:

### ORDER

- (i) The inquiry is held to be fair and proper.
- (ii) The findings of inquiry officer are perverse.
- (iii) The order of termination is hereby set aside.
- (iv) The first party management is directed to reinstate the second party employee with all other benefits including benefit of pension, gratuity etc. Without arrears of back-wages.

Date: 01.11.2011

K.B. KATAKE, Presiding Officer

नई दिल्ली, 9 फरवरी, 2012

**का०आ० 964.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र, के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय-1 मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-1-28ऑफ/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-01-2012 को प्राप्त हुआ था।**

[सं० एल-12011/302/2003-आईआर० (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 9th February,

**S.O. 964.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the ward (Ref. No. CGIT-1/28 OF 2004) of the Central Government Industrial Tribunal/Labour Court-1, MUMBAI now as shown in the annexure in the Industrial Dispute between the employers in relation to the management of UCO BANK and their workman, which was received by the Central Government on 16/01/2012.

[No. L-12011/302/2003-JR(B-I]  
SHEESH RAM, Section Officer

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT

## INDUSTRIAL TRIBUNAL NO.1

MUMBAI

JUSTICE G.S. SARRAF, Presiding officer

Reference No. CGIT-1/28 Of 2004

**Parties** : Employers in relation to the management of UCO Bank

And

Their Workman (D.N. Chavan)

## APPEARANCES:

For the Management : Mrs. P.S. Shetty, Adv.

For the Workman : Mr. P.R. Ranade, President  
UCO Bank Workers Organization

State : Maharashtra

Mumbai, dated 21st day of December 2011.

## AWARD

This is a reference made by the Central Government in exercise of its power under clause (d) of sub section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act 1947. The terms of reference given in the schedule are as follows:

“Whether the action of the management of UCO Bank in terminating the service of Shri D.N. Chavan, filing despatch record clerk *w.e.f.* 8.9.1992 by striking his name from the muster roll on the ground of deemed voluntary retirement without conducting any enquiry on the alleged charges of remaining unauthorised absent against the workman is legal and justified? If not, what relief the workman is entitled to?

2. According to the statement of claim filed by General Secretary, UCO Bank Workers Organization D.N. Chavan was appointed as sub-staff (peon) by the UCO Bank on 14.12.1971 on regular basis and he was posted on D.N. Road, Mumbai Branch and thereafter on his request he was posted at Pimpri Branch, Pune in 1977. In 1986 he was promoted as Filing/Despatch/Record Clerk and he was posted at Shivaji Nagar Branch, Pune. The workman D.N. Chavan carried out his duties whole heartedly, honestly and with devotion. While his house was under construction he had to stay home to supervise and follow up the work and also to procure material required for construction. The house was built in 1990. The workman did not have any issue and, therefore, he was under mental tension. The workman had health problems in 1990 and 1991 and was taking medical treatment for arthritis and he also took

treatment from a psychiatrist. The management sent to him a letter by registered post on 3.6.1992 directing him to join the duties immediately. Another notice was sent on 8.7.1992 directing him to join duties within 30 day failing which his services would stand terminated. The Workman produced medical certificate but the bank refused to accept it. *Vide* letter dt. 14.10.1992 the bank repeated that his services ended and that he stood voluntarily retired. According to the statement of claim the decision of the bank is unilateral and illegal. It has, therefore, been prayed that the bank be directed to take back the workman in service with full back wages and all other benefits that are payable to him.

The bank has filed written statement wherein it has been stated that there is a gross delay of 12 years in raising the matter and as such the request of the workman cannot be entertained. According to the written statement the workman accepted his post retirement benefits and, therefore, he should not be allowed to raise issues which are settled and accepted by him way back in the year 1996. The workman used to abstain from work without notice and on several occasions he was warned orally as well as in writing. In spite of repeated notices/warnings the attendance of the workman in the bank did not improve. According to the *bi-partite* agreement dt. 10.4.1989 if an employee absents himself from work for a period of 90 or more consecutive days without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice stating *inter alia* the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period satisfying the management the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. The workman went on leave *w.e.f.* 11.1.1992 and thereafter never returned for duty. Therefore, the bank issued the notice dt. 8.7.1992 calling upon the workman to report for duty or tender his explanation within a period of 30 days from the date of the said notice failing which he would be deemed to have been voluntarily retired. The envelope containing the said notice returned with the remark that the workman was out of station. The bank issued another warning notice dt. 14.10.1992 by registered AD and under certificate of posting and ordinary post which returned with the remark addressee not accepting the registered. Consequently the bank deleted his name from the roll of the employees of the bank treating him as voluntarily ceded the service. On his

voluntary cessation of service the workman was eligible for post retirement dues. However, the workman had taken a loan of Rs. 1,20,000/- from the bank for construction of the house and the workman *vide* his letter dt. 31.1.1996 instructed the bank to adjust retirement dues against the above loan. Thus the workman accepted the post retirement benefits and he is estopped from raising any claim on his voluntary retirement. Therefore, it has been prayed that the claim of the workman be rejected.

The organisation filed its rejoinder.

5. Ashok Chintaman Ghavi, General Secretary, UCO Bank Workers Organization has filed his affidavit on behalf of the workman and he has been cross-examined by learned counsel for the bank. The bank has filed affidavit of G.K. Kolte, Deputy Chief Officer who has been cross-examined by learned counsel for the workman.

6. Heard P.R. Ranade, President of UCO Bank Workers Organization and Mrs P.S. Shetty learned counsel for the bank.

7. As per the *bi-partite* agreement dt. 10.4.1989 the absence of the workman has to be for a period of 90 or more consecutive days and he has to be given a notice calling upon him to report for duty within 30 days of the date of the notice. Unless the employee reports for duty within 30 days or given an explanation for his absence within the said period the workman will be deemed to have voluntarily retired from the bank's service on the expiry of the said period of 30 days.

8. Two notices have been exhibited by the bank.

9. One notice dated 8.7.1992 is Ex-3 which, according to the affidavit of G.K. Kolte, Dy. Chief Officer of the bank, returned with the remarks that the workman was out of station. It is thus clear that Ex-3 was not served on the workman. In the statement of claim though there is a reference of the notice dated 8.7.1992 but there is no clear and specific admission of the fact that the workman received the said notice. In the absence of any admission of the receipt or proof of service of the said notice it cannot be said that a notice to report for duty within 30 days was given to the workman.

10. The other notice dated 14.10.1992 is Ex-3A. Ex. 3-A is not a notice according to the *bi-partite* settlement dt. 10.4.1989 because by this notice the workman has not been called upon to report for duty within 30 days from the date of the notice. In Ex. 3-A there is mention of a letter dt. 3.6.1992 but this letter has neither been proved nor it has been exhibited. In the statement of claim, again there is a reference of letter dated 3.6.1992 but there is no admission of the fact by the workman that by that letter he was given 30 days to report for duty.

11. It is thus clear from the above discussion that the bank has miserably failed to prove notice to the workman

requiring him to report for duty within 30 days of the date of the notice in accordance with clause 17(a) of the *bi-partite* agreement dt. 10.4.1989.

12. In view of the above the action of the bank deeming the workman to have retired voluntarily from the bank's service is unjustified and illegal.

13. Then comes the question what relief the workman is entitled to.

14. It is not disputed that the services of the workman ended in 1992 and the workman first approached the Assistant Labour Commissioner, Pune in the year 2003 and thus there is a delay of more than 10 years in initiating legal action by the workman.

15. Admittedly the workman has crossed the age of superannuation and, therefore, there is no question of his reinstatement. The workman has not filed any affidavit in the matter and thus there is no evidence to the effect that he remained out of employment after his deemed voluntary retirement. Looking to the principle of "No Work No Pay" the workman is not entitled to back wages.

16. The workman has received all post retirement benefits.

17. In view of the above facts and circumstances of the matter the workman is not entitled to any financial benefits.

18. Consequently the action of the bank in terminating the services of the workman by striking his name from the muster roll on the ground of deemed voluntary retirement is quashed and set aside but it is also held that the workman is not entitled to any other relief.

Award is passed accordingly.

JUSTICE G.S. SARRAF, Presiding Officer

नई दिल्ली, 10 फरवरी, 2012

का०आ० 965.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कार्पोरेशन लि० एवं के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 37/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10/02/2012 को प्राप्त हुआ था।

[सं० एल-20040/58/1995-आईआर (सी-1)]

डॉ०एस०एस० श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th February, 2012

S.O. 965.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/1999) of the *Central Government Industrial Tribunal-cum-*

**Labour Court, Jabalpur**, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Hindustan Petroleum Corporation Ltd., and their workman, which was received by the Central Government on 10/2/2012.

[No. L-20040/58/1995-IR(C-I)]  
D.S.S. SRINIVASARAO, Desk Officer

#### ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,  
JABALPUR**

No. CGIT/LC/R/37/99

Presiding Officer : Shri Mohd. Shakir Hasan  
Shri Jamin Hussain,  
S/o Shri Iqbal Hussain,  
House No. 5,  
Gali No. 2, Beldarpura,  
Bhopal

Workman

Versus

Regional Manager,  
Hindustan Petroleum Corporation Ltd.,  
Gautam Nagar, Bhopal

Management

#### AWARD

Passed on this 11th day of January, 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-20040/58/95-IR (C-II) dated 23-12-98 has referred the following dispute for adjudication by this tribunal:—

"Whether the workman Shri Jamin Hussain should be treated as an employee of the Hindustan Petroleum Corporation Ltd. If yes, whether the action of the management of Hindustan Petroleum Corporation Ltd., in terminating the services of Shri Jamin Hussain w.e.f. July 1994 is justified? If not what relief the workman is entitled to?"

2. The case of the workman, in short, is that he was appointed as an Office clerk in Hindustan Petroleum Corporation Ltd. (in short HPCL) at Nishatpura, Bhopal in the year 1961 without any appointment letter. He worked continuously for 35 years. His contribution towards Employees State Insurance (in short ESI) was deducted from his pay. The workman filled up and submitted declaration form of ESI on 4-10-1978 which was counter signed by the Depo Superintendent, Chola Road, Bhopal. It is stated that Manager, ESI after verifying the record on the direction of the Hon'ble High Court had issued the copy of the same. A temporary identity letter was also issued. The Depo Superintendent of Nishatpura had also

issued a certificate of his satisfactory service. It is stated that Shri A.K. Gupta Manager, HPCL issued a certificate of his satisfactory service. It is stated that Shri A.K. Gupta Manager, HPCL issued a certificate on 7-12-92 when emergency was imposed in Bhopal. It is stated that the services of the workman was terminated in July, 1994 without assigning any reason by verbal order. He was terminated without any notice and without any retrenchment compensation. It is submitted that the termination of the workman be declared illegal and the benefit of regular clerk be awarded.

3. The management appeared and filed Written Statement to contest the reference. The case of the management, *inter alia*, is that M/s HPCL is a Govt. of India undertaking and came into existence in the year 1974. The corporation has one of its Depots at Nishatpura falling under the administrative jurisdiction of Bhopal Regional Office. In case of the claimant/workman engagement, if any, was by disregarding the rules. As such he cannot be absorbed in regular service. The management has not issued any appointment order to the claimant. The further case is that the management does not have any particulars about Shri Hussain's educational qualification, age etc. and just because he may have been engaged by the Depot on a casual basis through corporation to meet the temporary work for exigencies he cannot be absorbed in the regular services of the corporation in violation of the Corporation's Recruitment Policy. It is denied that the Hon'ble High Court had directed to produce certain documents before any authority. The further case of the management is that the claimant was never employed by the management of HPCL. As he was not employed by the management, the question of termination of his services either orally or by issuing any other in writing does not arise. The documents filed by the workman in support of the case are denied by the management. It is submitted that the reference be answered in favour of the management.

4. On the basis of the pleadings of the parties, the following issues are framed for adjudication—

I. Whether Shri Jamin Hussain should be treated as an employee of HPCL?

II. If yes, whether the action of the management of HPCL in terminating the services of Shri Jamin Hussain w.e.f. July 1994 is justified?

III. To what other relief the workman is entitled?

5. Issue No. I

According to the workman, he was appointed as an office clerk in HPCL at Nishatpura in the year 1961 and worked for 35 years. He was terminated without notice and without compensation in July 1994. On the other side, the management has no definite case, at the first instance it is stated that in case of claimant engagement, if any, was disregarding the rules. As such he may have been engaged by the Depot on casual basis to meet the temporary work

on exigencies. It is further stated that the claimant was never employed by the management of HPCL.

6. Now the important question is as to whether Shri Hussain should be treated as an employee of HPCL. To prove the case the workman Shri Jamin Hussain is examined. He has stated that he was appointed in the establishment of the management in the year 1961. This fact appears to be not reliable because HPCL came into existence in the year 1974. He has subsequently stated in cross-examination that he was not given any appointment letter. Except his oral evidence, there is no corroboration that he was appointed in the year 1961 in the erstwhile Esso in India. Now the question arises as to whether he worked in HPCL after coming into existence in the year 1974. He has stated that ESI contribution was deducted from his salary through the management. It is urged on behalf of the learned counsel for the workman that it is a proof that he was working in the establishment of the management. He has further stated that the declaration form of ESI was verified by the Manager, ESI as per order of the Hon'ble High Court. The workman has filed the certified copy of the order dated 12-2-1998 passed by the Hon'ble High Court of MP at Jabalpur in W.P. No. 3057/97 wherein the Hon'ble High Court has held that—

"After hearing the parties, it is directed that the petitioner shall produce Annexures P-10, P-11, P-12, P-13 & Annexure P-14 in the office of E.S.I. Corporation, Bhopal to obtain fresh certificate as to whether the petitioner was working as an employee of Respondent No. 4 and whether at any point of time he had availed the benefit from the E.S.I. Corporation or Corporation has ever received any amount for the present petitioner from the Respondent No. 4."

The learned counsel for the workman urged that in view of the said order of the Hon'ble Court the declaration form was verified which is Paper No. P/6 and P/7. The Declaration Form shows that the workman was appointed on 4-10-1978 as Casual/temporary clerk. The said declaration form of ESI is verified by the Manager of ESI. The said ESI declaration form appears to have been countersigned by Depot Superintendent, Nishatpura Bhopal. This fact shows that the workman was engaged as casual/temporary clerk in the establishment of HPCL w.e.f. 4-10-1978 and not from the year 1961. The workman has not filed any other paper in view of the observation made by the Hon'ble High Court that he had availed the benefit from the E.S.I. Corporation or the corporation had received any amount for the workman from the management. The workman has stated in his evidence in cross-examination that he had not received any book from ESI nor he had availed any medical facilities. This part of the evidence clearly shows that there is no evidence to prove that any contribution was made in the account of the workman by the management to ESI Corporation and

he had ever availed any facilities from ESI. This aspect clearly shows that except the oral evidence of the workman, there is no evidence that there was contribution towards ESI by the management and he was in continuous service till 1994. Moreover there is no case as to how much contributions were made in the name of the workman on monthly basis.

7. The workman has filed Paper No. 12/4 certified copy of copy of a certificate alleged to have been issued by Shri A.K. Gupta, Manager Depot, Nishatpura Depot on 7-12-1992 to the workman during emergency period to permit to attend the duties from 8.00 AM to 6.00 PM. This is filed to show that the workman was working in the year 1992. Paper No. 12/5 is photocopy of curfew pass issued by the office of District Magistrate, Bhopal on 22-12-92. This is filed to show that he was working on that date in Hindustan Petroleum. The learned counsel for the management argued that the originals of these documents are not filed by the workman during the course of evidence or thereafter. It is submitted that these documents are not reliable. It is clear from the evidence that the workman was engaged intermittently on temporary casual basis but these documents do not show that he was in continuous employment of the management. The documentary evidences of the workman do not establish that the workman was in employment as casual employee for 240 days or more in a calendar year and was also in employment for 240 days during the period of twelve calendar months preceding the date with reference. This simply shows that he was engaged intermittently on exigencies.

8. The management has examined one witness in the case. Shri Salim Warsi was working as Depot Manager in HPCL. He has supported the fact that Shri Jamin Hussain was allegedly engaged on contract/casual basis at Nishatpura Depot. He was never a regular employee nor he was appointed as a clerk in the corporation. He has stated that the provision of Industrial Dispute Act, 1947 (in short the Act, 1947) is not applicable. He has denied that Shri Hussain had continuously worked for 35 years. There is nothing in his evidence to show that the workman had worked more than 240 days during the period to twelve calendar months preceding the date with reference. This shows that this service is not deemed to be in continuous service for a period of one year under the provisions of section 25B(2) of the Act and therefore he is not said to be a retrenched employee of the management. Considering the discussion made above, it is clear that he was not to be treated as employer of the management as he was not termed as retrenched employee because his service shall not be deemed to be a continuous service for a period of one year during a period of twelve calendar months preceding the date with reference. This issue is decided against the workman and in favour of the management.

## 9. Issue No. II

It is clear from the evidence discussed above that there is no sufficient evidence to prove that the workman was continuously working as casual employee and specially 240 days during the period of twelve calender months preceding the date with reference. As such the action of the management appears to be justified. Accordingly this issue is also decided in favour of the management.

## 10. Issue No. III

On the basis of the discussion made above, I find that the workman is not entitled to any relief. Accordingly the reference is answered.

11. In the result, the award is passed without any order to costs.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

Mohd. Shakir Hasan, Presiding Officer.

नई दिल्ली, 10 फरवरी, 2012

का०आ० 966.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोरपोरेशन बैंक के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं० 2, मुम्बई के पंचाट पार्ट-1 (संदर्भ संख्या सी जी आई टी-2/52 ऑफ 2002) को प्रकाशित करती है जो केन्द्रीय सरकार को 20-01-2012 को प्राप्त हुआ था।

[सं० एल-12012/45/2002-आई आर (बी-II)]  
शीश राम, अनुभाग अधिकारी

New Delhi, the 10th February, 2012

S.O. 966.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award Part-1 (Ref. No. CGIT-2/52 of 2002) of the Central Government Industrial Tribunal/ Labour Court No.2, MUMBAI now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Corporation Bank and their workmen, which was received by the Central Government on 20/01/2012.

[No. L-12012/45/2002-IR(B-II)]  
SHEESH RAM, Section Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL  
NO. 2, MUMBAI

## PRESENT:

K.B. Katake, Presiding Officer

Reference No. Cgit-2/52 of 2002

EMPLOYERS IN RELATION TO THE MANAGEMENT  
OF CORPORATION BANK

The Regional Manager  
Corporation Bank  
Nariman Bhavan Building, 4th floor  
409, Nariman Point  
Mumbai 400 021.

AND

THEIR WORKMEN.  
Shri Ashok Medekar  
Transit Camp Building No. 55, R. No. 1084  
Opp. Jaicoach Company  
Goregaon (E)  
Mumbai 400 065.

## APPEARANCES:

FOR THE EMPLOYER : Mr. R.S. Pai, Advocate.

FOR THE WORKMAN : Mr. Manoj Gujar, Advocate.

Mumbai, dated the 23rd December 2011.

## AWARD PART-I

The Government of India, Ministry of Labour & Employment by its Order No.L-12012/45/2002-IR (B-II), dated 17.06.2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of Corporation Bank in terminating the services of Shri Ashok Medekar by way of dismissal *vide* letter dated 9.11.1996 is legal and justified? If not, what relief the employees is entitled to?"

2. After receipt of the reference from the Ministry, both the parties were served with notices. They appeared through their respective legal representatives. The second party workman filed his statement of claim at Ex-7. According to him, he joined the services of the first party Bank as a Peon *w.e.f.* 06/01/1984. He had worked continuously for 12 years. The entire service record of the second party workman was clean and unblemished except the alleged incident of fraud. According to him he has not committed any fraud in respect of the property of Bank. Charges levelled against him are false and fabricated. He was wrongly implicated in the case of fraud of theft of cheques. He was working in the said branch on deputation. The charges levelled against him are false and baseless and they are with malafied intention.

3. The inquiry into the said charges was a mere farce and empty formality and needs to be quashed. The inquiry officer did not follow the principle of natural justice. He was favouring the Bank at all the point of time. The inquiry was one sided proceeding. Bank did not handover all the relevant documents though asked by the workman during the inquiry proceeding. There was no evidence or written complaint against the workman. The inquiry proceedings were recorded in English inspite of objection of the workman. The inquiry was held hurriedly. The inquiry officer was one of the officers of the Bank. He did not advise the workman. The inquiry is improper and not fair. The findings of inquiry officer are perverse. They are mere imaginary and not based on evidence. The workman therefore demanded for reinstatement with full backwages. He sent a letter to that effect to the Bank. However he did not receive favourable reply. Therefore he approached the Conciliation Officer. As conciliation failed, the Conciliation officer sent a report to the Ministry. The punishment of dismissal from service is shockingly disproportionate. Since he was dismissed from service he made attempt to secure employment. However due to the stigma of termination, he could not get any job. The workman and his family are suffering heavily because of his illegal dismissal. Therefore workman prays that the inquiry and order of termination be set aside and he be reinstated in the service with full backwages.

4. The first party resisted the statement of claim vide its written statement Ex-8. According to them, the workman while working on deputation as a Sub staff in Mumbai Wadala Branch reported to have clandestinely removed two cheque books containing cheque leaves nos. 840071 to 940080 and 885121 to 885140 respectively between the period from 3/8/1993 to 4/12/1993. He unauthorisedly handed over certain cheque leaves from the above referred cheque books to third parties who drew the large amount through the said cheques forging the signatures of constituent of the Bank and thereby exposed the Bank to grave financial risk and grave consequences.

5. As per the chargesheet dt. 19/12/1994, issued to the workman, names of the third parties and amount they have encashed were given in the chargesheet. All the cheques were presented for clearing on or about 23/11/1993. Shri Sudhir Hankonkar Special assistant, supervising the Clearing Department entrusted the inward clearing cheques for being delivered to the concerned departments. With deliberate intention of avoiding to return the cheque no. 885124 for Rs. 23,460 in clearing and thereby facilitating withdrawal of the cheque amount at the collecting Bank, the workman clandestinely removed the said cheque out of the cheques entrusted to him. Upon inquiry by the Branch of the Bank with Canara Bank, Mazgaon Mumbai, they informed that Shri S.D. Salvi the payee of the cheque had informed them that the cheques presented through his account were handed over to him by the workman. Similarly

on inquiry with Abhudaya Co-op Bank, it was revealed that three cheques in question were handed over to their constituent Shri R.A. Chalke by the workman.

6. The aforesaid act constituted gross misconduct under clause 19.5(i) of Bipartite Settlement applicable to the workman. Bank also filed an FIR on 2/12/1993 at Matunga Police Station, Mumbai. However even after one year of the complaint no progress was made by Police and the workman was not put of trial. Therefore Bank issued the aforesaid chargesheet dt. 19/12/1994. The workman submitted his reply dt. 3/1/1995 denying the charges as explanation submitted by the workman was not satisfactory the disciplinary authority decided to proceed with the inquiry. They appointed Shri Titus Mathew an officer of the Bank as Inquiry Officer. The workman fully participated in the said inquiry. Full opportunity was given to him to defend himself through Secretary of Corporation Bank Employees Union. The inquiry officer conducted the inquiry, submitted his report and findings dated 5/7/1996 holding the workman guilty of the charges leveled against him. Copy of the report and findings were forwarded to the workman to submit his representation thereon if any. After giving personal hearing, disciplinary authority imposed punishment of dismissal of the workman from services of the Bank.

7. The workman filed appeal there-against. The appellate authority dismissed the appeal and upheld the order of disciplinary authority. They denied all the contents in the statement of claim that record of the workman was clean through out his service. They denied that he was not given sufficient opportunity to defend himself. They denied that all the documents were not shown to him in the inquiry proceeding. They denied that there was violation of principles of natural justice. They also denied that the second party was victimized. According to them, the inquiry officer has given sufficient opportunity to the workman to defend himself. All the documents were shown to him. Workman was defended by Mr. Mule, Secretary of the Union. He cross examined all the witnesses. The second party was also allowed to examine his witnesses. He examined himself. The inquiry was fair and proper. According to them the findings of the inquiry officer are based on evidence on record. They are also just and proper. Thus they pray that the reference be dismissed with cost.

8. Following are the preliminary issues framed by my Ld. Predecessor for my determination. I record my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1.	Whether the domestic enquiry conducted against the workmen was fair proper and as per the principles of natural justice?	Yes.
2.	Whether findings of Inquiry Officer are perverse?	No.

## REASONS

## Issue no. 1:-

9. In the case at hand, the second party workman has challenged the inquiry on the grounds that there was violation of principles of natural justice while conducting the inquiry. He was not shown all the documents at the time of inquiry proceeding. The inquiry proceeding was recorded in English. The Inquiry Officer was bias and inquiry proceeding was one sided.

10. In respect of the objection that while conducting inquiry there was violation of principle of natural justice, it is vaguely contended that all the documents were not shown to the second party workman and he was not given sufficient opportunity to defend himself and the proceeding was recorded in English. In this respect, the Ld. Adv. for the first party submitted that all the documents available were shown at the time of inquiry proceeding to the workman and his defence representative. The documents which were not available cannot be shown. He further submitted that no such objection was raised by the defence representative at the time of inquiry proceeding. The Ld. Adv. further submitted that even before this Tribunal, second party workman or this defence representative have not pointed out specifically which document were relevant and were not shown to the workman and his defence representative. The vague allegation that all the documents were not shown is meaningless. On the point Ld. Adv. for the first party submitted that neither document is referred or specifically pointed out nor relevancy thereof is shown. Therefore such a vague averment is not sufficient to vitiate the departmental inquiry. In support of his argument, the Ld. Adv. Resorted to Apex Court ruling in *Secretary to Government & Ors. V/s. ACJ britto 1997 II LLJ page 194* where in on the point Hon'ble Court observed that:

*"Mere non-furnishing of copies of documents would not vitiate departmental action. Administrative Tribunal has to find out how documents are relevant and how he was prejudiced in defending himself as a result of failure to supply copies of documents."*

11. The Ld. Adv. for the first party also resorted to another Apex Court ruling in *Synidicate Bank & Ors. V/s. Venkatesh Guru Rao Kurati (2006) 3 SCC 150* where in the Hon'ble Court on the point held that;

*"Non supply of documents on which the inquiry officer does not rely during the course of inquiry does not create prejudice to the delinquent."*

12. In the circumstances, Hon'ble Court in this case held that non-supply of such documents which are not relied by the inquiry officer does not amount to violation of principles of natural justice. The same principle is reiterated by Hon'ble Apex Court in a recent case *State Bank of India & Ors. V/s. Bidyut Kumar Mitra and Ors. (2011) 2 SCC 316*.

13. The second objection raised on behalf of the second party is that he was not given sufficient opportunity to defend himself and was not allowed to examine his witness also does not stand to reason. In this respect Ld. Adv for the first party rightly pointed out that the second party workman was represented by Mr. Muley who was Secretary of Employees Union. He further pointed out that the workman fully participated in the inquiry proceeding. His defence representative cross examined all the witnesses. The second party admitted in his cross examination at Ex-15 that copies of inquiry proceedings were served to the defence representative. He has also admitted that his representative attended the inquiry till the end of the inquiry. He has also admitted in his cross that witnesses were cross examined by his defence representative. His evidence was recorded in the inquiry proceeding. He vaguely contended that he was not given opportunity to examine his Witnesses. However he has not specifically.

contended who were his witnesses and when he sought to produce them before the inquiry officer. No such application was filed by the workman or his defence representative before the inquiry officer. This version of the second party also is devoid of merit and point is raised merely to raise one more ground. This objection thus is unacceptable and devoid of merit.

14. In respect of recording the proceeding in English, this objection to the inquiry proceeding also appears devoid of merit. It is not the case of the workman that the proceeding was conducted in English. He merely says that it was recorded in English. Inquiry proceeding conducted in the language of the delinquent can be recorded in English for the purpose of convenience. It does not create any defect to the inquiry proceeding.

15. In the case at hand, the workman was chargesheeted for the alleged misconduct of theft and fraud. After considering his explanation, the competent authority decided to initiate inquiry and Mr. Titus Mathew was appointed as Inquiry Officer. The workman took part in the inquiry proceeding. He engaged Mr. Muley the Secretary of the Union as his defence representative, who cross examined all the prosecution witnesses. Fair and full opportunity was given to the workman to participate in the inquiry. The copy of inquiry report and findings of inquiry officer were served on the workman. After giving him fair opportunity of hearing, the competent authority has passed the order of termination. In the circumstances it cannot be said that the inquiry was illegal or improper.

16. In this respect the Ld. Adv. resorted to Apex Court ruling in *Sur Enamel and stamping Works Ltd. V/s. The workmen AIR 1963 SC 1914* wherein the Hon'ble Court has given the five ingredients of legal and proper inquiry they are:

"(i) The employee proceeded against has been

informed clearly of the charges levelled against him. (ii) The witnesses are examined ordinarily in presence of the employee in respect of the charges (iii) The employees is given fair opportunity to cross examine the witnesses (iv) he is given fair opportunity to examine witnesses including himself if he so wishes on any relevant matter (v) The inquiry officer recorded his findings with reasons for the same in his report."

In the case at hand, all these requirements are complied with. Therefore inquiry cannot be called illegal or unfair. In this backdrop I come to the conclusion that the inquiry was fair and proper and there was not violation of principles of natural justice. Accordingly I decide this issue no. 1 in the affirmative.

#### Issues no. 2:—

17. In respect of findings of inquiry proceeding, it was argued that the main witnesses in this case who have deposited the cheques for encashment of amount were not examined. It was further argued that the evidence of the other witnesses was hearsay evidence. Therefore the Ld. Adv. submitted that the conclusion of inquiry officer based on hearsay evidence is perverse. In this respect the Ld Adv. for the first party submitted that in the inquiry proceeding the officers of the concerned Bank were examined where the cheques were deposited for encashment. Those officer have enquired with the concerned persons and they all have given name of the workman who has handed over cheque leaves to them. It is their first hand information. Therefore, it cannot be said hearsay evidence. As many as six witnesses were examined in the domestic inquiry. They are responsible officers of the concerned Bank and there is not reasons to discard the evidence of these witnesses. Therefore, Ld. Adv. submitted that the conclusion arrived at by the inquiry officer is quite just and proper. He further submitted that Industrial Tribunal cannot arrive at different conclusion though it is possible to do so. In support of his argument, the Ld. Adv. resorted to the Apex Court ruling in *M/s. Banaras Electric Light and Power Co. V/s. The Labour Court-II, Lucknow & Ors. 1972 II LLJ 328* wherein the Hon'ble Court observed that:

"This Court had in several case while dealing with industrial dispute of this kind occasion to point out that an Industrial Tribunal would not be justified in characterizing the findings recorded at the domestic enquiry as perverse unless it can be shown that such a finding is not supported by any evidence or is entirely opposed to the whole body of evidence adduced before it. In a domestic enquiry once a conclusion is deduced from the evidence it is not possible for some other authority to assail that conclusion even though it is possible for some other authority to arrive at a different conclusion on the same evidence."

18. On the point Ld. Adv. also resorted to landmark ruling of Apex Court in *Sur-Enamel and Stamping Work Ltd. referred supra*. In para 4 of the judgement, the Hon'ble Court on the point observed that:

"If an industrial employee's services are terminated after a proper domestic enquiry held in accordance with the rules of natural justice and conclusions reached at the enquiry are not perverse the industrial tribunal is not entitled to consider the propriety or the correctness of the said conclusions."

19. On the point Ld. Adv. for the first party further argued that the disciplinary proceeding is not a criminal trial and the proof herein to prove the charges is not required beyond reasonable doubts. On the other hand, preponderance of probability suffices the purpose. In support of his argument, he referred to Apex Court ruling in *Union of India V/s. Sardar Bhadur 1972 I LLJ 1* wherein in this respect Hon'ble Court observed that:

"The standard of proof required is that of preponderance of probability and not proof beyond reasonable doubt. A disciplinary proceeding is not a criminal trial."

20. In the light of fact and circumstances on record, it is clear that the findings arrived at by the inquiry officer are based on the evidence adduced before him. They are well reasoned findings and cannot be termed as perverse. Accordingly I hold that the inquiry is just, proper and legal. I also hold that the findings recorded by the inquiry officer are not perverse. Accordingly, I decide this issue no. 2 in the negative. Thus I proceed to pass the following order:

#### ORDER

- (i) The inquiry and findings of inquiry officer are declared to be just, proper and legal.
- (ii) The parties to remain present before the Tribunal on 13.03.2012 to argue on the point of punishment or to lead evidence if any.

Date: 23.12.2011

K.B. KATAKE, Presiding Officer

नई दिल्ली, 13 फरवरी, 2012

कांआ० 967.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14), की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/28/2007 को प्रकाशित करती है जो केन्द्रीय सरकार को 16.01.2012 को प्राप्त हुआ था।

[सं.एल-12012/80/2006-आई आर(बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 13th February, 2012

**S.O. 967.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (*Ref. No. CGIT/NGP/28/2007*) of the Central Government Industrial Tribunal/Labour Court, **NAGPUR** now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **UNION BANK OF INDIA** and their workman, which was revised by the Central Government on **16/01/2012**.

[No. L-12012/80/2006-IR(B-II)]

**SHEESH RAM**, Section Officer

#### ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,**

**CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/28/2007

Date: 30/12.2011.

**Party No. 1** : The Regional Manager, Union Bank of India, Ashirwad Commercial Complex, Ramdespath, Central Market Road, Nagpur (MS) — 440010.

Versus

**Party No. 2** : Shri Sanjay Lahanuji Ukey, R/o Raamnagar (Near Ambedkar Statue), Dindayal Ward, Gondia, Tehsil & Distt. Gondia (MS).

#### AWARD

(Dated: 30th December, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation of the management of Union Bank of India and their workman Shri Sanjay L. Ukey, for adjudication, as per Letter No. L-12012/80/2006-IR (BII) dated 28.5.2007, with the following schedule:—

"Whether the action of the management in terminating the services of Shri Sanjay Ukey w.e.f. March, 2004 without following the prescribed procedures under I.D. Act, 1947 is legal and just? If not, to what relief the concerned workman is entitled for?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Sanjay Ukey ("the workman" in short) filed his statement of claim and the management of the Union Bank of India ("Party No. 1" in short) filed its written statement.

The case of the workman is that he was appointed on daily wages basis of Rs. 30/- per day by the Party No. 1 on 03.06.1998 and worked till June, 2004 as a Peon and he was given assurance that he would be made permanent, after one year of employment and he was receiving payment weekly on vouchers, from the date of his appointment till March, 2004 and he was orally dismissed from service in June, 2004 and he had worked for more than 240 days in every year and he was in regular and continuous service with Party No. 1 and though his appointment was as Peon, he was also working for collection of loan amount from the borrowers, as per the direction of the Branch Manager, Union Bank of India, Gondia Branch and the Branch Manager, Gondia Branch dismissed him from services without compliance of the provisions of the Act.

The further case of the workman is that he approached the then Branch Manager, Gondia, Shri D.S. Koche for his reinstatement in service repeatedly, but all his efforts went in vain and one Kawale was appointed in his place by the Bank and he issued notice on 23.09.2004 through his advocate to Party No. 1 and the Branch Manager of Gondia Branch and the Branch Manager of Gondia Branch replied to his notice through the advocate of the Bank admitting of his working in the Bank and as he was not reinstated in service, he raised the dispute before the ALC and after failure of the conciliation, a failure report was submitted by the ALC to the Central Govt. and the Central Govt. referred the matter to the Central Govt. Industrial Tribunal for adjudication and the Party No. 1 is an industry.

The workman has prayed to declare the termination of his services as illegal and void and to reinstate him in service with full back wages.

3. The party no. 1 in its written statement has pleaded *inter-alia* that for permanent appointment in the Bank service, there are certain norms and rules to be followed and the initial appointment of the workman is illegal, being contrary to the rules framed by the Bank in this regard and the workman was engaged by the Branch Manager of Gondia Branch in purely casual and temporary basis, intermittently on daily wages, due to administrative exigencies and need to work, as messenger/peon/sweeper on part time/full-time and the workman was never engaged with the intention to give permanent employment and the Branch Manager has no power to do so, in view of the laid down procedures and the applicant is not a workman as defined in Section 2(s) of the Act and as such, the provisions of the Act are not applicable to the case in hand and the alleged dispute does not fall under the definition of the Industrial Dispute as defined in Section 2(k) of the Act. The further case of the Party No. 1 is that the initial appointment of the workman was purely on temporary basis, on completion of the purpose for which, he was engaged was completed; discontinuation of his services was inevitable and in or around 2002, the brother of the workman

availed loan from the branch for fire wood business and he used to visit the Branch in the company of the workman, for processing the loan application etc. and the workman being acquainted with the officers of the Branch, worked for some days during that period and was paid wages as per work and he had never completed 240 days of work in the Bank at any point of time, much less in any calendar year and when the officers acquainted with the workman were transferred from the Branch, the workman for the first time in October, 2004, issued notice to the Bank claiming various reliefs and the Bank replied to the said notice denying all adverse allegations and the workman with ulterior motives has raised the dispute and no assurance was given to the workman for permanent employment or reinstatement in service and workman is not entitled for any relief.

4. In support of their respective claims, both the parties adduced oral evidence, besides placing reliance on documentary evidence. The workman examined himself as a witness. One M. Kanshiraman was examined as a witness by the Party No. 1.

The examination-in-chief of the workman is on affidavit. He has reiterated the facts mentioned in the statement of claim in his evidence. In his cross-examination, the workman has admitted that he was not appointed under any written order and he has no document to show that he worked from June, 1998.

The evidence of the witness for the Party No. 1 is also in the same line of the stands taken by the Party No. 1 in the written statement. In his cross-examination, this witness has admitted that he was not working at Gondia Branch of the Bank, while the workman was engaged there and was also terminated and one Sanjay Kawale was appointed as peon in Union Bank of India, Gondia Branch permanently in accordance with the rules of the Bank.

5. At the time of argument, it was submitted by the learned advocate for the workman that the workman was appointed on 03.06.1998 by the Bank and he worked till the month of June, 2004 as a peon and he was illegally terminated from services orally in June, 2004 and the workman had completed continuous service of 240 days in every calendar year and the evidence adduced by the workman clearly establishes his claim as and as the mandatory provisions of Section 25 F of the Act and Rule 77 of the Industrial Disputes (Central) Rules have not been complied with before termination of the services of the workman, the workman is entitled for reinstatement in service with full back wages.

In support of such contentions, the learned advocate for the workman placed reliance of decision reported in 2010 (2) Mh. L.J.—321 (Executive Engineer, Palkhed Canal Division, Nashik *versus* Pandharinath Chindu Kale)

6. Per contra, it was submitted by the learned advocate for the Party No. 1 that the initial engagement of the workman was illegal, being contrary to the rules and as such, he is not entitled to any relief and the reference is bad in law as the appropriate Government has not applied its mind to the facts of the case and latest law laid down by the Hon'ble Supreme Court in various judgements and the workman has failed to prove the onus that he worked for 240 days in the preceding 12 months of the date of termination of his services and even if, it is found that he worked for 240 days than also, he is not entitled for any relief, in view of the principles laid down by the Hon'ble Apex Court in the decisions reported in 2006 SCC (L&S) 753 (*Secretary, State of Karnataka versus Umadevi & others*) and many others.

7. The first contention raised by the Party No. 1 is that the applicant is not a workman as he was a temporary employee engaged on daily wages basis and as such, the dispute is not an industrial dispute. However, I find no force in the contention, as it is well settled that even a temporary employee is a workman with the meaning of the expressions "workman" Section 2(S) of the Act.

8. It is the admitted case of the parties that the workman was appointed on daily wages basis by the Branch Manager of Union Bank of India, Gondia Branch. According to the workman, he was appointed on 03.06.1998 and worked up to June, 2004. The workman has not mentioned the specific date on which, his services were terminated by the Branch Manager. The case of the workman is that he had worked for 240 days in every calendar year including in the year preceding his termination. The claim of the workman has been denied by the management. According to the management, the workman was engaged on temporary basis as when required on daily wages and he had not completed 240 days of work in any calendar year. So, the onus lies upon the workman to show that he had in fact worked for 240 days in the year preceding his termination.

At this juncture, I think it appropriate to mention the settled principles in this regard by the Hon'ble Apex Court in different decisions.

In the decision reported in AIR 1966 SC-75 (Employers in relation to the Digwadih Colliery *versus* their workman), the Hon'ble Apex Court have held that:

"Industrial Disputes Act, 1947 (14 of 1947), S. 25 F. S. 25 B, S. 2 (eee) (as amended) by Industrial Disputes (amended) Act, (1964) — Expression "continuous service for not less than one year" in Section 25— Meaning — Effect of Amendment in 1964.

Though S. 25 F speaks of continuous service for not less than one year under the employer if the workman has actually worked for 240 days during the period of 12 calendar months both the conditions are fulfilled. The

definition of "continuous service" need not be read into S. 25 B. The fiction converts service of 240 days in a period of 12 calendar months into continuous service for one complete year. The amendment S. 25 B. only consolidates the previous S.s 25 B and 2 (eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact the amendment of S. 25 F of the Principal Act by substituting in CL. (b) the words "for every completed year of continuous service in place of the words "for every completed year of service" has removed a discordance between the unamended S. 25 B and the unamended CL. (b) of S. 25 F. No uninterrupted service is necessary if the total service is 240 days in period of 12 calendar months either before the several changes or after these. The only change in the Act is that this service must be during the period of 12 calendar months preceding the date with reference to which calculation is to be made. The last amendment has now removed a vagueness which existed in the unamended S. 25 B."

In the decision reported AIR 2002 SC 1147 (Range Forest Officer *versus* S.T. Hadimani), the Hon'ble Apex Court have held that:

"Industrial Disputes Act, 1947 (14 of 1947)/S. 25-F  
 10 — Retrenchment compensation-Termination of services without payment of—Dispute referred to Tribunal—Case of workman/claimant that he had worked for 240 days in a year preceding his termination—Claim denied by management—Onus lies upon claimant to show that he had in fact worked for 240 days in a year—In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

The Hon'ble Apex Court in the decision reported in AIR 2005 SC 2179 (Manager, Reserve Bank of India *versus* S. Mani) have held that:

"Industrial Disputes Act, 1947 — S.s. 25 F, 25 B and 11 — 240 day's continuous service — onus and burden of proof with respect — evidence sufficient to discharge to— failure of employer to prove a defence (of abandonment of service) if sufficient or amounted to an admission, discharging the same burden—held, initial burden of proof is on workmen to show that they had completed 240 days of service—onus of proof does not shift to employer nor is the burden of proof on the workman discharged, merely because employer fails to prove a defence or an alternative plea of abandonment of service—filing of affidavit of workman to the effect that he had worked for 240 days continuous or that the workman had made repeated representation or raised demands for reinstatement, is not sufficient evidence that can discharge the said burden—other substantive evidence needs to be adduced to prove 240 day's continuous service—instances of such evidence given.

The initial burden of proof was on the workmen to show that they had completed 240 days of service. The Tribunal did not consider the question from that angle. It held that the burden of proof was upon the appellant on the premise that they have failed to prove their plea of abandonment of service.

Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that a workman had, in fact worked for 240 days in a year. Such evidence might include proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period or the terms and conditions of his offer of appointment, or by examination of any other witness in support of his case."

9. Keeping the principles as enunciated by the Hon'ble Apex Court in mind, the present case in hand is to be considered.

In support of his claim, the workman has relied on Exhibits W-6/1 to W-6/41, which are vouchers under which he had been paid wages. The vouchers relate to the period from March, 1999 to December, 2001. The said documents do not show that the workman was engaged beyond 08.12.2001. The said documents also show that the engagement of the workman was intermittent and not continuous and he had not completed 240 days of work in any calendar year. The workman has filed two Current Account Pass Book of the Bank and according to him, the same are his muster roll and the same show the dates for which he was paid. However, there is no evidence on record to show as to who had maintained the said pass books. The said pass books do not contain the signature of any authority of the Bank in support of the correctness of the contents thereof, except on the first 9 pages of the first pass book relating the period from 03.07.1998 till 31.03.1999. The entries of the said pass books do not tally with the vouchers Exhibits W-6/1 to W-6/41. The pass books, Exhibits W-7/1 and W-7/2 respectively cannot be taken as genuine documents, so as to hold that the workman worked till June, 2004. The other documents filed by the workman do not show that the workman worked for 240 days preceding the 12 months of the date of his termination. From the evidence available on record, it is found that the workman has failed to discharge the burden of proving that he had worked for 240 days in the year preceding the date of his termination. Therefore, the provisions of S. 25-F are not applicable to the case of the workman. Hence, it is ordered:

#### ORDER

The action of the management in terminating the services of Shri Sanjay Ukey *w.e.f.* March, 2004 without following the prescribed procedures under I.D. Act, 1947 is legal and just. The workman is not entitled for any relief.

J.P. CHAND, Presiding Officer.

नई दिल्ली, 7 फरवरी, 2012

अधिसूचना

का०आ० 968.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार चीफ जनरल मैनेजर, डिपार्टमेंट ऑफ टेलीकमनीके शन, भोपाल प्रबंध तत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/334/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-02-2012 को प्राप्त हुआ था।

[सं० एल-40012/281/1991-आई आर (डी०य०)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 13th February, 2012

S.O. 968.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award (Ref. No. 06/2002) of the Central Government Industrial Tribunal cum Labour Court, Bikaner as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Post Master, Head Post Office, Bikaner & Others and their workman, which was received by the Central Government on 13/02/2012.

[No. L-40012/108/1993-IR(DU)]  
RAMESH SINGH, Desk Officer

अनुबंध

औद्योगिक विवाद अधिकरण, बीकानेर

पीठासीन अधिकारी: ओम प्रकाश गुप्ता, RHJS

केन्द्रीय औद्योगिक विवाद प्रसंग संख्या 06/2002

प्रहलाद सिंह पुत्र श्री बीरबल सिंह जाति भारी राजपूत मार्फत महामंत्री राजस्थान कैनुअल लेबर यूनियन, डागा स्कूल के पास, बीकानेर

-प्रार्थी/श्रमिक

विरुद्ध

- पोस्ट मास्टर, हैड पोस्ट ऑफिस, बीकानेर।
- अधीक्षक, पोस्ट ऑफिस, रानी बाजार, बीकानेर।

-अप्रार्थीगण/नियोजक

प्रसंग अन्तर्गत धारा 10(1) (d)

औद्योगिक विवाद अधिनियम, 1947

उपस्थित:

- अधिकृत प्रतिनिधि अरविंद सिंह सेंगर, -प्रार्थी की ओर से
- अधिवक्ता नरेश श्रीमाली, -अप्रार्थीगण की ओर से अधिनियम

ट्रिप्पिंक 16 मार्च, 2011

श्रम मंत्रालय, भारत सरकार ने “औद्योगिक विवाद अधिनियम, 1947” (जिसे आगे चल कर संक्षेप में केवल “अधिनियम” कहा जावेगा) की धारा 10 की उपधारा (1) के खंड (d) अधिसूचना क्रमांक L-40012/108/93-IR(DU) dated 09.05.2002 के द्वारा इस अधिकरण में निम्न प्रसंग (reference) को अधिनियम्य हेतु प्रेषित किया गया था:—

“Whether the action of Post Master, Head Post Office, Bikaner and Supdt. Deptt. of Posts, Rani Bazar, Bikaner in terminating the services of Sh. Prahlad Singh Bhati S/o Sh. Birbal Singh Bhati on 1st April, 1992 is justified? If not, what relief he is entitled to?”

2. प्रसंग प्राप्त होने पर प्रकरण दर्ज रजिस्टर किया गया।

3. दोगों पक्षों द्वारा अपने-अपने लिखित अधिकरण पेश किये गये हैं। अयांत्र प्रार्थी श्रमिक प्रहलाद सिंह (जिसे आगे चलकर केवल प्रार्थी श्रमिक कहा गया है) के द्वारा प्रस्तुत स्टेटमेंट ऑफ क्लेम का जबाब अप्रार्थीगण-नियोजक द्वारा दिया गया है।

4. स्टेटमेंट ऑफ क्लेम में प्रार्थी श्रमिक ने अपनी नियुक्ति मेल पिओन के रिक्त पद पर दिनांक 1-5-1991 को हैड पोस्ट ऑफिस बीकानेर में पोस्ट मास्टर के मौखिक आदेश से होना बताया है। स्टेटमेंट ऑफ क्लेम में लिखा गया है कि प्रार्थी को 600/- रुपया प्रतिमाह की दर से भुगतान किया जाता था और उसका कार्य रजिस्ट्री ब पार्सल पोस्ट मैन को देना व अन्य कार्य करना था। वह आठ घंटे कार्य करता था।

स्टेटमेंट ऑफ क्लेम में आगे यह भी लिखा है कि प्रार्थी एक कलेंडर वर्ष में लगातार 240 दिन से अधिक कार्य करने के आधार पर “औद्योगिक कर्मकार” हो गया।

स्टेटमेंट ऑफ क्लेम में आगे यह भी अंकित किया गया है कि प्रार्थी एक “औद्योगिक कर्मचारी” है तथा पोस्ट ऑफिस एक “औद्योगिक संस्थान” है।

स्टेटमेंट ऑफ क्लेम में आगे यह भी दर्ज किया गया है कि प्रार्थी की सेवा दिनांक 1.4.92 को फोरमून से पोस्ट मास्टर, हैड पोस्ट ऑफिस द्वारा अपने भौखिक आदेश से बताये रिट्रॉन्मेंट टर्मीनेट कर दी गई और सेवा टर्मीनेट करने पर उसको किसी भी प्रकार का टर्मीनेशन नोटिस व वेतन नहीं दिया गया। अन्य किसी प्रकार का मुआवजा भी नहीं दिया गया। किसी प्रकार का आरोप पत्र भी नहीं दिया गया।

स्टेटमेंट ऑफ क्लेम में आगे यह भी उल्लेख है कि प्रार्थी की सेवा टर्मीनेट करने से पूर्व उस जैसे कार्य बताने वाले कर्मचारियों की वरिष्ठता सूची घोषित नहीं की गई और पहले आये पीछे जाये के सिद्धांत की पालना नहीं ढूँढ़ी गई।

स्टेटमेंट ऑफ क्लेम में आगे यह भी अंकित किया गया है कि पूर्व में उसके द्वारा टर्मीनेशन के विरुद्ध असमंजस वार्ता के आधार पर इस न्यायालय में दिनांक 10.4.95 को स्टेटमेंट ऑफ क्लेम प्रस्तुत किया गया था, जो केन्द्रीय औद्योगिक विवाद प्रसंग संख्या 1/1994 दर्ज हुआ जिसमें

अधिकरण ने दिनांक 26.11.97 को उसके खिलाफ पारेत किए गए award में उसको औद्योगिक कर्मचारी नहीं माना। उक्त अवार्ड के विषद् उसने माननीय उच्च न्यायालय, जोधपुर में रिट याचिका संख्या 528/99 प्रस्तुत की थी। रैफरेन्स में टर्मीनेशन तिथि नहीं होने के कारण माननीय उच्च न्यायालय द्वारा उसकी रिट याचिका स्वीकार की गई। तत्पश्चात् भारत सरकार ने दिनांक 9.05.2002 को अधिसूचना जारी करते हुए यिचारधीन प्रसंग इस अधिकरण में अधिनिर्णयार्थ प्रेषित किया है।

स्टेटमेंट ऑफ क्लेम में आगे यह भी लिखा गया है कि औद्योगिक विवाद अधिनियम, 1947 की धारा 25-एफ., जी, एच, तथा 25 ए.ए. एवं नियम 77-78 के आजापक प्रावधानों की पालना नहीं किए जाने के कारण प्रार्थी की सेवामुक्ति अवैध, अनुचित, अप्रभावी व शून्य होने से निरस्तनीय है तथा प्रार्थी सेवामुक्ति की दिनांक 1.04.1992 से पुनः पूर्व पद पर सेवा की निरन्तरता के लाभ सहित बहाल होने का अधिकारी है।

5. अप्रार्थीगण द्वारा प्रस्तुत जवाब में स्टेटमेंट ऑफ क्लेम के लगभग सभी महत्वपूर्ण तथ्यों को अस्वीकार किया गया है।

जवाब में दर्ज किया गया है कि अप्रार्थी "डाक विभाग" द्वारा निर्मित सेवा नियम 'Service Rules for Extra Department Staff' के अधीन पूर्णसिंह ने अपने अवकाश के दिनों में अपने स्थान पर प्रार्थी प्रहलाद सिंह को कार्य सुपुर्द किया था और एक प्रार्थनापत्र दिनांक 1-5-91 को लिखकर डाकपाल को सुपुर्द किया था। Extra Department Staff जब भी अवकाश मांगता है, तब विभागीय नियमानुसार अवकाश के दिनों की कार्य व्यवस्था के लिए वह अन्य व्यक्ति की स्वीकृति व उसका नाम अवकाश प्रार्थना पत्र में उल्लेखित करता है और वही व्यक्ति उसके स्थान पर कार्य करने का अवकाश दिवसों तक उत्तरदायी रहता है।

जबाब में आगे अंकित किया गया है कि अप्रार्थी "डाक विभाग" औद्योगिक संस्थान नहीं है और प्रार्थी श्रमिक औद्योगिक कर्मचार नहीं है।

जबाब में आगे यह भी उल्लेख किया है कि नियमानुसार प्रार्थी को पूर्णसिंह ने अपनी एक्ज भी अपने अवकाश से लौटने तक के लिए विभागीय नियमों के अधीन चार्ज रिपोर्ट दिनांक 1-5-91 के जरिये चार्ज दिया था, जो उसकी संविदा दिनांक 29.02.92 को समाप्त की जाकर भारमुक्त कर दिया गया था जिसका मुक्ति पत्र दिनांक 29.02.92 है। इस तरह प्रार्थी प्रहलादसिंह और अप्रार्थीगण के मध्य श्रमिक व नियोजक का कभी भी संबंध स्थापित नहीं हुआ, बल्कि शुद्ध रूप से प्रार्थी का संबंध संविदात्मक था और पूर्णसिंह के अवकाश तक ही इस संविदा का प्रभाव था। प्रार्थी पर पोस्टल डिपार्टमेंट द्वारा पृथक् से निर्मित वैधानिक सेवा नियम आकृष्ट होते हैं और उसकी सेवाएँ इन्हीं वैधानिक नियमों से गवर्न होती हैं।

इस प्रकार कुल मिलाकर प्रार्थी का स्टेटमेंट ऑफ क्लेम सव्यय निरस्त करने का आग्रह किया गया है।

6. साक्ष्य के दौरान प्रार्थी श्रमिक प्रहलाद सिंह ने स्वयं का शपथपत्र पेश किया, जिस पर अप्रार्थीगण की ओर से जिरह की गई।

7. दिनांक 15.10.2007 की आदेशिका दर्शाती है कि अप्रार्थीगण की ओर से प्रार्थनापत्र पेश कर निवेदन किया कि गवाह भैराम का निधन हो जाने के कारण प्रार्थी श्रमिक प्रहलाद सिंह द्वारा इसी विवाद से

सम्बन्धित पेश किए गए औद्योगिक विवाद प्रसंग संख्या 1/94 में कलमबद्ध की गई गवाह भैराम की साक्ष्य को हस्तगत प्रकरण में पढ़ा जावे। इसके अलावा और कोई साक्ष्य पेश नहीं की गई है।

8. अंतिम बहस सुनी गई।

9. दोनों पक्षों के तर्कों पर विचार किया। अभिलेख पर उपलब्ध मौखिक व प्रलेखीय साक्ष्य का अवलोकन किया गया। मेरा निष्कर्ष निम्न प्रकार है:-

10. प्रार्थी श्रमिक प्रहलाद सिंह ने शपथ पत्र में इस आशय की साक्ष्य दी है कि हैंड पोस्ट ऑफिस, बीकानेर के पोस्ट मास्टर के मौखिक आदेश से दिनांक 1.05.1991 को उसकी प्रथम नियुक्ति मेल पियोन के रिक्त पद पर हुई थी।

11. मेरे भतानुसार निम्न कारणों से प्रार्थी श्रमिक प्रहलाद सिंह की उक्त साक्ष्य नितान्त असत्य व आधारहीन है:-

A. अभिलेख पर प्रार्थी श्रमिक प्रहलाद सिंह ने ऐसा कोई दस्तावेज प्रस्तुत नहीं किया है, जो यह ईंगित करे कि दिनांक 1.5.91 को उसकी प्रथम नियुक्ति मेल पियोन के रिक्त पद पर हुई थी।

B. स्वयं प्रार्थी श्रमिक प्रहलाद सिंह ने अपनी साक्ष्य के समय दिनांक 1.5.91 की चार्ज रिपोर्ट प्रदर्श डब्लू-2 को साबित करवाया है, जिसके अनुसार *extra—departmental mail peon* पूर्णसिंह ने 40 दिवस के अवकाश पर प्रस्थान करते समय दिनांक 1.5.91 को प्रार्थी श्रमिक प्रहलाद सिंह को पूर्वाहन में चार्ज सुपुर्द किया था।

मेरे विचार से चार्ज रिपोर्ट प्रदर्श डब्लू-2 से यह साबित नहीं होता है कि प्रार्थी की प्रथम नियुक्ति दिनांक 1.5.91 को मेल पियोन के रिक्त पद पर हुई थी।

C. *Extra-Departmental mail peon* पूर्णसिंह द्वारा अवकाश पर जाते समय स्वयं के स्थान पर कार्य करने हेतु प्रार्थी श्रमिक प्रहलाद सिंह को डाकपाल बीकानेर के समक्ष जिस प्रार्थना पत्र के साथ पेश किया गया था, उस प्रार्थना पत्र को नियोजक की ओर से Ex.M. 1 के रूप में प्रदर्शित करवाया गया है।

Ex.M. 1 की दस्तावेजी साक्ष्य से यह भलीभांति प्रमाणित हो जाता है कि दिनांक 1.5.91 को प्रार्थी श्रमिक प्रहलाद सिंह की नियुक्ति मेल पियोन के रिक्त पद पर नहीं हुई थी, बल्कि *extra-departmental mail peon* पूर्णसिंह द्वारा दिनांक 1.5.01 को 40 दिन के अवकाश पर प्रस्थान करते समय अपनी इयूटी करने के लिए अपने स्थान पर प्रार्थी श्रमिक प्रहलाद सिंह को डाकपाल बीकानेर के समक्ष substituted extra-departmental agent के तौर पर पेश किया गया था।

D. Posts and Telegraphs Extra-Departmental Agents [Conduct and Service] Rules, 1964 के Rule 5 के तहत डायरेक्टर जनरल द्वारा जारी निर्देशों के अनुसार अवकाश पर प्रस्थान करते समय extra-departmental agent का यह दायित्व है कि वह अपने स्थान पर कार्य करने के लिए किसी व्यक्ति [substituted person] को सक्षम प्राधिकारी के समक्ष अवकाश स्वीकृत करवाने हेतु पेश करेगा।

उक्त Rule 5 के अनुसरण में extra-departmental mail peon पूर्णसिंह ने दिनांक 1.5.91 को 40 दिन के अवकाश पर प्रस्थान करते समय अपनी इयूटी करने हेतु डाकपाल बीकानेर के समक्ष प्रार्थी श्रमिक प्रहलाद सिंह को substituted extra-departmental agent के रूप में प्रार्थनापत्र प्रदर्श एम.1 के साथ हाजिर किया था।

जब Rule 5 के अनुसार extra-departmental mail peon पूर्णसिंह ने दिनांक 1.5.91 को 40 दिन के अवकाश पर प्रस्थान करते समय अपनी इयूटी हेतु प्रार्थी श्रमिक प्रहलाद सिंह को substituted person के रूप में प्रस्तुत किया था, तब यह भलीभांति प्रमाणित हो जाता है कि पोस्ट मास्टर बीकानेर ने मौखिक आदेश से दिनांक 1.5.91 को प्रार्थी श्रमिक प्रहलाद सिंह को मेल पियोन के रिक्त पद पर नियुक्त प्रदान नहीं की थी।

E. अगर प्रार्थी श्रमिक प्रहलाद सिंह के कथनानुसार दिनांक 1.5.91 को पोस्ट मास्टर बीकानेर द्वारा उसकी मेल पियोन के रिक्त पद पर प्रथम नियुक्ति की जाती तो निश्चित रूप से प्रार्थी श्रमिक प्रहलाद सिंह द्वारा extra-departmental mail peon पूर्णसिंह के अवकाश पर प्रस्थान करते समय दिनांक 1.5.91 को पूर्वाहन में पूर्णसिंह के substituted extra-departmental agent के तौर पर कार्यभार ग्रहण नहीं किया जाता।

12. पूर्वगामी विवेचन के आधार पर प्रार्थी यह प्रमाणित करवाने में पूर्णतया विफल रहा है कि पोस्ट मास्टर, बीकानेर के मौखिक आदेश से दिनांक 1.5.91 को उसकी प्रथम नियुक्ति मेल पियोन के रिक्त पद पर हुई थी। अलबत्ता, एतस्मिनपूर्व किए गए समग्र विवेचन के आधार पर यह भलीभांति प्रमाणित हो जाता है कि extra-departmental mail peon पूर्णसिंह के दिनांक 1.5.91 को 40 दिन के अवकाश पर प्रस्थान करने के कारण प्रार्थी श्रमिक प्रहलाद सिंह ने पूर्णसिंह के स्थान पर Substituted Extra-Departmental Agent के रूप में काम किया था। लिहाजा प्रार्थी श्रमिक प्रहलादसिंह की सेवा शर्तें "Posts and Telegraphs Extra-Departmental Agents [Conduct and Service] Rules, 1964" से govern होती हैं।

13. निम्न न्यायिक दृष्ट्यान्त में माननीय उच्चतम न्यायालय द्वारा यह स्पष्ट मत व्यक्त किया गया है कि जब श्रमिक [employee] की सेवा शर्तें statutory rules से govern होती हैं, तब उस श्रमिक पर औद्योगिक विवाद अधिनियम, 1947 के प्रावधान लागू नहीं होते हैं:-

Prabhu Dayal

Vs.

Sadhan Sahkari Samiti Mujuri Vikas Khand Paniyara & Ors 2008 [2] SCT 123 [SC]

{एतस्मिनपश्चात् "Prabhu Dayal" से अभिप्रेत}

14. इस अधिनिर्णय के पैरा संख्या 10 से 12 में किए गए विवेचन के आधार पर यह भलीभांति प्रमाणित हो जाता है कि प्रार्थी श्रमिक प्रहलाद सिंह की सेवा शर्तें statutory rules i.e. "Posts and Telegraphs Extra-Departmental Agents [Conduct and Service] Rules, 1964" से govern होती हैं। लिहाज "Prabhu Dayal"

के न्यायिक दृष्ट्यान्त में माननीय सर्वोच्च न्यायालय द्वारा प्रतिपादित सिद्धान्त के अनुसार Substituted Extra-Departmental Agent प्रहलाद सिंह पर औद्योगिक विवाद अधिनियम, 1947 के प्रावधान लागू नहीं होते हैं।

15. जब प्रार्थी श्रमिक प्रहलाद सिंह की दिनांक 1-5-1991 को मेल पियोन के रिक्त पद पर प्रथम नियुक्त होना साबित नहीं होता है तथा प्रार्थी श्रमिक प्रहलाद सिंह पर औद्योगिक विवाद अधिनियम, 1947 के प्रावधान लागू नहीं होते हैं, तब प्रार्थी श्रमिक इस अधिकरण से कोई relief प्राप्त करने का अधिकार नहीं है।

16. एतस्मिनपूर्व किए गए समग्र विवेचन के प्रकाश में भारत सरकार द्वारा प्रेषित विचाराधीन प्रसंग को उत्तरित करते हुए निम्न पंचाट पारित किया जाता है:-

पंचाट

प्रार्थी श्रमिक प्रहलाद सिंह की दिनांक 1-5-1991 को मेल पियोन के रिक्त पद पर प्रथम नियुक्त होना साबित नहीं होने के कारण तथा प्रार्थी श्रमिक प्रहलाद सिंह पर औद्योगिक विवाद अधिनियम, 1947 के प्रावधान लागू नहीं होने के कारण प्रार्थी श्रमिक प्रहलाद सिंह को इस अधिकरण से कोई relief प्राप्त करने का अधिकार नहीं है।

17. "अधिनियम" की धारा 17(1) के अन्तर्गत अधिनियम प्रकाशनार्थ भारत सरकार को भेजा जावे।

18. अधिनिर्णय दिनांक 16.03.2011 को विवृत न्यायालय में सुनाया गया।

ओमप्रकाश गुप्ता, न्यायाधीश

नई दिल्ली, 13 फरवरी, 2012

का०आ० 969.—औद्योगिक विवाद अधिनियम 1947. (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मद्रास पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुवंश में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अन्न न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 413/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.01.2012 को प्राप्त हुआ था।

[सं० एल 33012/4/1996-आई आर (एम)/(बा-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 13th February, 2012

S.O. 969.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. 413/2001) of the Central Government Industrial Tribunal/Labour Court, CHENNAI now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of MADRAS PORT TRUST and their workman, which was received by the Central Government on 16/01/2012.

[No. L-33012/4/1996-IR(M)/(B-II)]  
Sheesh Ram, Section Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
CHENNAI

Thursday, the 8th December, 2011

## PRESENT:

A.N. JANARDANAN, Presiding Officer

## Industrial Dispute No. 413/2001

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Madras Port Trust and their Workman)

## BETWEEN

The General : 1st Party/Petitioner Union  
Secretary  
Madras Port Trust  
Employees Union  
Antony Pillai Bhawan,  
No. 9, Second Line Beach,  
Chennai-600 001.

Vs.

The Chairman, : 2nd Party/Respondent  
Madras Port Trust,  
Rajaji Salai, Chennai-600 001.

## APPEARANCE:

For the 1st Party/  
Petitioner Union : Shri K. M. Ramesh,  
Advocate  
For the 2nd Party/  
Management : Sri M.R. Dharanichander,  
Advocate

## AWARD

The Central Government, Ministry of Labour *vide* its Order No. L-33012/4/1996-IR(M) dated 05.12.1996 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

*"Whether the action of the Management of Madras Port Trust in dismissing Sri K. Vijayaraghavan from service is justified? If not, to what relief the workman is entitled?"*

2. After the receipt of Industrial Dispute on transfer from Tamil Nadu Industrial Tribunal where it had been taken on file as ID 107/1996 as per the order of the Ministry of Labour this Tribunal numbered it as ID 413/2001 and issued notices to both sides. Second Party entered appearance through M/s. Iyer & Dolia Associates but neither the First Party nor this counsel on record appeared. When the matter was taken up for enquiry on 18.05.2001 the parties or their counsel were not present. It is seen from the records that

this case had been referred by the Government of India, Ministry of Labour by order dated 05.12.1996 for an adjudication by that Tribunal. Though both sides had entered appearance before the Tribunal on 17.01.1997 Claim Statement was filed on 13.06.1997. Second Party filed Counter Statement only on 30.06.1998. Thereafter neither party was ready to prosecute the case there. After transfer of the case to this Court First Party or Counsel has not appeared before this Court. The Counsel on Record for the Respondent also had not appeared. Therefore this Court dismissed the dispute for default for non-representation and non-prosecution passing an award holding that no dispute exists between the parties as per award dated 18.05.2001.

3. As per order dated 06.07.2011 in WT No. 18920 of 2009 preferred against the impunged award of this Tribunal, the Hon'ble High Court of Madras set aside the award restoring the ID on the file of this Tribunal for deciding the case on merits after due notice to the parties within a period of 3 months from the date of receipt of copy of this order.

4. Pursuant to notice both parties entered appearance.

5. The averments in the Claim Statement briefly read as follows:

The concerned employee, Sri K. Vijayaraghavan entered service under the Respondent/Management as Driver (Senior Driver) in 1981. With a suspension order dated 06.12.1989 he was asked to explain for having produced a bogus School Certificate for his appointment. No basic report was furnished to him. The statement of imputation and Articles of Charge were not properly framed in terms of Standing Order. An enquiry was held on 09.04.1990 during which he produced his School Certificate showing to have studied in Besant Montessori and Sarojini Matriculation School, Madras-600017 and that he was possessed of the requisite qualification. He explained that the certificate produced by him initially was given by his father which was produced in haste due to pressure of time. No witness was examined in the enquiry. No finding was communicated to him. Show Cause Notice dated 07.06.1990 was served on him to show cause against his dismissal from service. He gave explanation dated 26.06.1990 pointing out material irregularities in the enquiry. He was called upon for personal hearing on 12.07.1990 with original School Certificate. The same was produced at the adjourned date *viz.* 29.08.1990. As per order dated 05.12.1990 he was dismissed from service. Appeal dated 02.02.1991 before the Deputy Chairman was rejected by a cryptic order dated 26.03.1991. Another appeal filed was rejected on 09.03.1995. There was also a representation from the Petitioner Union dated 20.06.1994, all in vain. Hence the ID which culminated in the reference. The disciplinary proceeding is illegal and violative of principles of natural justice. The enquiry report was not based on any evidence. The employees was presumed to have admitted his guilty by the Enquiry

Officer. Conduct of the Enquiry Officer has been biased. He was not permitted to have proper assistance in the enquiry. Enquiry was not as per the rules and regulations. The charge itself was not framed legally. Disciplinary Authority did not apply his mind properly. Second Show Cause Notice was not competent and was not accompanied by the Enquiry Report. In passing dismissal past record of service was not considered. Employee's reply was not considered. Action is vindictive and malafide. Employees alone was discriminated against. Punishment is excessive and too disproportionate. He is to be reinstated with all benefits.

6. The Counter Statement events bereft of unnecessary details are as follows:

At the time of joining service the employee produced School Certificate from Corporation Middle School, Ekangipuram, Madras-600023. There was report that he had produced a bogus certificate for the employment. The Headmaster, Corporation Middle School, Madras on a request to verify, informed by letter dated 23.09.1989 that on verification of school records the certificate produced by K. Vijayaraghavan was found to be not genuine and that the same belongs to a girl student. For fraud played on the Trust he was suspended mentioning in the memo that he had produced a certificate "*Promoted to 9th Standard*" signed by the Headmaster, Corporation Middle School, Ekangipuram, Madras dated 11.06.1968 (Admission No. 1601) certifying that Vijayaraghavan had promoted to 9th Standard and that on a reference to the Headmaster, Corporation Middle School at Ekangipuram, Madras he had informed that the certificate which was produced by him was verified with school records and found it not genuine and the same belongs to a girl student. Statement of Articles of Charges, Statement of Imputation of Misconduct in support of the Articles of Charges and list of documents were furnished to him on 05.01.1990 under Registered Post with Acknowledgement Due which was acknowledged on 08.01.1990. Enquiry was conducted on 10.01.1990 which on his request to produced panel of department's name and written statement was fixed again on 24.01.1990. Again at his request it was re-fixed on 05.02.1990 on which day he failed to attend the enquiry. In the re-fixed date on 20.02.1990 he attended. Enquiry Officer has followed all the norms and principles of natural justice. The employee informed the Enquiry Officer that he has no evidence when opportunity was given to produce witnesses and documents by him. He agreed for closure of the enquiry. By the enquiry findings dated 06.03.1990 charges were held proved. Final Show Cause Notice dated 09.06.1990 enclosing enquiry findings was given to the employee. He was called for personal hearing on 11.07.1990 also requiring him to produce the original certificate which his advocate forwarded from Besant Montessori and Sarojini Matriculation School, T. Nagar. On re-opening the enquiry as informed by the Disciplinary Authority since

the employee produced some documents in his defence on 09.04.1990, employee produced a School Certificate from Besant Montessori and Sarojini Matriculation School, T. Nagar who also informed that the certificate was misplaced and his father had produced another certificate at the time of his initial appointment and requested to be excused. In the enquiry report dated 26.04.1990 charges were held proved recording that employee himself accepted the charges. In the personal hearing on 29.08.1990 no new points were given by the employee. The employee was removed from service by order dated 05.12.1990 which is reasonable, just and legal. The petitioner has not placed any materials in the Claim Statement to set aside the dismissal order. It is denied that Statement of Imputation and Articles of Charges were not properly framed. Employee had been given all opportunities to defend. In fact the enquiry was re-opened giving opportunity to the petitioner to produce some documents. That the enquiry report was not based on evidence is not correct. Further it is incorrect to allege that the employee did not admit the guilt, that the Enquiry Officer is biased, that he was not permitted for proper assistance, that charge was not framed legally, that there was no proper application of mind, that past record was not considered, that dismissal order is vindictive and malafide, that appeal orders were cryptic and punishment is discriminatory and excessive. In case the enquiry is found to be not fair and proper Respondent may be given opportunity to adduce fresh evidence. The claim is to be dismissed.

7. At the stage of enquiry after examining the workman by way of Proof Affidavit in lieu of Chief Examination Ex.W1 to Ex.W14 were marked. While so, Respondent filed a memo for deciding the validity of the enquiry as a Preliminary Issue which was not objected to by the Petitioner. The learned counsel for the Respondent by an endorsement requested for eschewing the evident of WW1 till then adduced for the time being which was conceded to by the other side. Accordingly, the Proof Affidavit in lieu of Chief Examination and the evidence by way of Ex.W1 to Ex.W14 were eschewed for the time being. Thereafter Ex.W1 to Ex.W12 and Ex.M1 to Ex.M35 were marked on consent.

8. After hearing on the question of Preliminary Issue as to whether the enquiry held was fair and proper, as per order dated 24.11.2001 it was held that the domestic enquiry held is fair and proper.

9. Afterwards the enquiry was proceeded with further examining WW1, the workman and further marking Ex. W13 to Ex. W15 on the petitioner's side and Ex. M36 to Ex. M39 on the Respondent's side were also marked on consent.

10. Points for consideration are:

(i) Whether the dismissal of Sri K. Vijayaraghavan from service is justified.

(ii) To what relief the concerned workman is entitled?

11. Evidence consists of the testimony of WW1 and Ex. W1 to Ex. W15 on the petitioner's side and Ex. M1 to Ex. M39 on the Respondent's side.

Points (i) & (ii)

12. Heard both sides. Perused the records, documents, evidence and written arguments on the side of the Respondent. The learned Counsel for the petitioner mainly argued that the qualification for the post of Driver was passing 8th Standard and holding to drive vehicles, which the petitioner possessed both of licence for driving heavy vehicle and light motor vehicles. The driving test conducted by the Port Trust was also passed by the workman. The workman's father out of his anxiety for employment of petitioner happened to produce a different certificate which then was accepted by the employer. After 9 years the genuineness of the certificate arose when the workman was promoted as Senior Driver. During the enquiry the petitioner was asked by the Enquiry Officer to produce the original certificate and the petitioner wanted 10 days time to produce the original. By Ex. M18 letter of the Chief Engineer the certificate was sought to be verified as to its correctness to which there is no reply or any ostensible reason assigned. It is left in darkness as to what happened to the letter of the Chief Engineer. So much so no report has been there commenting anything adverse in regard to the certificate which was sought to be verified. Therefore Ex. W15 certificate produced by the workman is only to be presumed as being unquestionable. Now it is not open to the Management to assail the entitlement of the workman to the relief sought for. The petitioner is not at all under a duty to prove the genuineness of the document which now remains unchallenged or unquestioned as to its veracity. The finding of the Management is perverse which was rendered after re-opening of the evidence at which Ex. W15 was produced. There is no basis for the workman being found dismissed is wholly unwarranted. It is further argued that even if the certificate happened to be bogus same is not to be reckoned very serious. He relied on the decision of the High Court of Madras in:

—K. UDAYALAKSHMI VS. THE SUPERINTENDING ENGINEER, UDUMALPET ELECTRICITY DISTRIBUTION CIRCLE AND OTHERS (MANU-TN-3095-2011) wherein it was held "once the certificate was verified by the Respondents through the educational authorities and genuineness of the certificate was proved, and the verification preceded the appointment, the first Respondent should not have re-opened the issue at all".

—P. SEKAR S/O POONAM VS. THE REGISTRAR,

TAMIL NADU ADMINISTRATIVE TRIBUNAL AND OTHERS (MANU-TN-0285-2008) wherein it was held "it is not in dispute that a criminal case is pending and therefore the question as to whether the petitioner had knowingly utilized the false mark sheet would be decided in such criminal case".

—K. DHANASEKARAN VS. STATE OF TAMIL NADU AND OTHERS (MANU-TN-2008-2010) wherein it was held "however, it was not the case of the Respondents that petitioner was not qualified—Therefore, imposition of punishment should be lesser than dismissal from service based on alleged bogus certificate—If punishment imposed by Disciplinary Authority or Appellate Authority shocks conscience of High Court it would appropriately mould relief either directing Disciplinary Authority to reconsider penalty imposed or to shorten litigation it may itself in exceptional and rare cases impose appropriate punishment with cogent reasons in support thereof".

13. Arguments on behalf of the Respondent are that the petitioner admitted the certificate to be bogus and that the charges are proved coupled with evidence. The domestic enquiry has been held by this Tribunal as fair and proper. There is no case of victimization against the workman. There is fraud played by the workman which is a serious misconduct. The punishment is not to be interfered with under Section-11A of the ID Act. The scope of judicial review is limited to the deficiency in decision making and not in deciding. A person who seeks equity must come with clean hands. Equity jurisdiction cannot be exercised in the case of a person who got appointment on the basis of a false certificate by playing fraud. No sympathy and equitable consideration can come to his rescue. The workman has not had stated in the enquiry that he studied at Saini Besant Sarojini Montessori School, T. Nagar. No school authorities have been examined. The employee has to prove the genuineness of the certificate. He created the certificate for this case. The petitioner is gainfully employed after his termination from service and is not entitled to any benefits.

14. Reliance was placed on behalf of the Respondent to the decision of the Madurai Bench of Madras High Court dated 15.12.2010 in:

— PARAMAKURI URBAN COOPERATIVE BANK LTD. VS. THE APPELLATE AUTHORITY UNDER SECTION-41 OF THE TAMIL NADU SHOPS AND ESTABLISHMENTS ACT AND ANOTHER wherein it was held that "it is to be borne in mind that if an enquiry has been conducted in a reasonable and fair manner and if the Domestic Enquiry Officer's findings are not perverse and per contra, if it is

*based on proper evidence and on available materials on record, then it is not open to the first respondent/Appellate Authority to set aside the order of dismissal passed by the petitioner/Bank in respect of the second respondent/Watchman in a routine and that too, in a casual and whimsical manner".*

— HARPAL VS. PRESIDING OFFICER, LABOUR COURT-VI, DELHI AND ANOTHER (2006-II-SCC-541) wherein High Court of Delhi held that '*if by doing fraud, an appointment is obtained, such fraudulent practice cannot be permitted to be continued by a Court of law in directing reinstatement of respondent workman with all consequential benefits*'.

— RAM SARAN VS. IG OF POLICE, CRPF AND OTHERS, judgement of the Supreme Court dated 02.02.2006 it was held "*the Courts should not interfere with the administrator's decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the Court, in the sense that it was in defiance of logic or moral standards*".

— R. VISWANATH PILLAI VS. STATE OF KERALA AND OTHERS VS. (2004-2-SCC-105) Supreme Court held "*Pensionary benefits—Right to, held, accrues from a valid appointment and not from a void appointment—Hence, where the delinquent officer was dismissed for procuring appointment in a post reserved for SC candidate by producing a false caste certificate, plea to substitute the order of dismissal by an order of compulsory retirement or removal from service to protect the pensionary benefits as he had rendered service for a very long period (27 years in this case), rejected*".

— UNION OF INDIA AND OTHERS VS. M. BASKARAN AND TWO OTHERS (1996-1-LJ-781) Supreme Court held "*fraudulently obtained appointment orders could be legitimately treated as voidable at the option of the employer and could be recalled by the employer and in such cases merely because the employees have continued in service for number of years on the basis of such fraudulently obtained employment orders cannot create any equity in their favour or any estoppels against the employer*".

15. It has already been found that the enquiry held is been fair and proper. The next question is whether the finding and the punishment imposed are just and proper. The learned counsel for the petitioner Thiru K.M. Ramesh would canvass for the contention that on the re-opening of the enquiry with the production of Ex. W15-Original Certificate in the name of the petitioner showing the

petitioner to have had acquired necessary educational qualification for appointment as Driver and the due acceptance thereof without any adverse report as to its genuineness, though the same was sought to be verified as per Ex. M18 letter of the Chief Engineer but the same having not been reported to be tainted in any way till date, or nothing having been heard as to that, the said certificate is only to be presumed as genuine and is no more in the realm of being questioned. This situation has exonerated the petitioner from any duty to prove the genuineness of the document anymore. As matters stand the finding of the Management that the petitioner is guilty of having fraudulently produced bogus certificate is rendered perverse and is bad in law. He would further adhere to the contention that even if the certificate happened to be bogus it is not to be considered so serious and he sought to gain strength for his contentions placing reliance on the decisions cited on behalf of the petitioner. The explanation of the petitioner regarding the certificate which was originally produced at the time of his appointment was that his father out of his anxiety to procure employment to his son happened to produce different certificate and that during the enquiry only he came to know of that fact. Even if petitioner was responsible for the production of the certificate which was the basis for his selection as Driver what is pertinent to consider is whether the petitioner has had any guilty intention to defraud the employer to procure the employment. The petitioner had the requisite qualification of holding licence for driving both heavy duty vehicles and light duty vehicles. He also passed the driving test then conducted by the appointing authority. He was recruited into service as Driver and he continued in service whereafter on his promotion as Senior Driver, the dispute is seen to have arisen. During the re-opened enquiry the petitioner expressed his readiness to produce the copy of the original certificate which is Ex. W15 which then on production was sought to be verified as to its genuineness by the Chief Engineer. But regarding its genuineness or otherwise no report is forthcoming and therefore the finding of the Enquiry Officer that the petitioner is guilty of having fraudulently obtained job is baseless. Ex. W15 by then not shown to have been blemished in any way is to be presumed to be genuine capable of being based for the continuance of the employment already procured by the petitioner. There is no case for the Respondent that the petitioner was not qualified. Whether the initial certificate was procured and produced by his father or by himself it is not in evidence that the same was produced with the awareness that it is not authentic certificate in relation to the petitioner. In other words it is not in evidence that the same was produced either by the petitioner or his father with guilty intention of defrauding the employer and to obtain any employment by illegal means of the same. Therefore, it is unjust to straightforward proceed to attribute fraudulent conduct on the part of petitioner's father who allegedly produced the certificate initially or on the petitioner himself if he produced

the certificate notwithstanding his case that it was father who was hastily producing a different certificate out of his anxiety to procure the employment for his son is true. As against the explanation of the petitioner it is not eminently proved that the petitioner or his father acted fraudulently in producing a bogus certificate to procure Employment for his son. The aspect as to whether the petitioner or his father had knowingly utilized the first certificate as bogus is not at all established in this case. It was not open to the Management to proceed to order dismissal of the petitioner in a routine manner and that too in a casual and whimsical manner. The conduct of playing fraud by producing bogus certificate does not stand established against the petitioner and therefore the finding is only to be held as perverse. The decision appears illogical and is shocking. Since fraud cannot be straightaway ascribed to the petitioner's conduct he cannot be found to be guilty of having produced a bogus certificate for procuring his employment. The decisions relied on by the learned counsel for the Respondent Thiru M.R. Dharanichander are mostly dealing with the questions of fraud and impact thereof and therefore have no relevancy to the case of the petitioner. Though there is a case that the petitioner admitted the certificate to be bogus it does not lead to an automatic assumption that it was known to be bogus by him or that it was fraudulently produced to procure employment as Driver to which he was fully eligible by having acquired the requisite driving qualifications as well as on the spot qualification by undergoing a physical driving test held by the employer. In regard to his minimum educational qualification prescribed for the post *viz.* passing the 8th standard initially the impugned certificate was produced for which later, after a long time he was arraigned as to its validity. With the subsequent production of Ex. W 15 certificate in original which is a Transfer Certificate petitioner is shown to have had the very same qualification as those disclosed in the allegedly bogus certificate produced at the time of his initial appointment as Driver under the Management. The same *viz.* Ex W 15-certificate now not shown to be tainted in any way vouchsafes the truth of the qualifications which the petitioner was possessing at the time of his initial selection which amounts to confirmation of the said fact of having all the qualifications by subsequent events. Therefore whether or the initial certificate produced by the petitioner at the time of his initial selection was bogus, is not a ground or circumstance to readily lead the conclusion that the petitioner intended by a bogus certificate to defraud the employer and procure an employment for him. with the un-impugned Ex W 15 certificate showing the petitioner to have had the very same qualifications as were revealed through the allegedly bogus certificate, it is well to infer that the explanation given by the petitioner that his father was hastily producing a different certificate out of his anxiety to procure an employment for his son is only apt to be believed and is true. The fact that the petitioner virtually admitted the certificate to be a bogus is therefore not to be read against

him with any guilty or fraudulent intention to mislead the employer to procure an employment for him. It is well to remember that to err is human and to forgive is divine. Such innocent conduct cannot be said to be uncommon among the vast mass of the people who are with different degrees of knowledge regarding men and matters and behavioral patterns to meet with different situations in all walks of one's life in the Society. Straightaway jumping into conclusion that in the given facts and circumstances of the case the petitioner is guilty of misconduct and that he is guilty only can emanate from mechanical application of minds which often actually falls short of realistic approaches and perceptions in human problems and matters. The authorities starting from the Enquiry Officer till the Disciplinary Authority could only be said to have jumped into a conclusion without proper application of mind in finding the petitioner guilty of having defrauded the authorities for procuring employment. In the given facts and circumstances of this particular case the conduct of the petitioner or his father may amount to innocent conduct without any blameworthy intention punishing which is illegal, unjust, unfair and arbitrary. What is to be punished is not the misconduct itself but the guilty intention by which the misconduct was perpetrated. In the absence of a guilty intention, *mens-reas* the conduct, *actus-reas* does not become punishable.

16. Therefore finding that the petitioner has been guilty is perverse and the same is not sustainable. There is deficiency in the decision making in interfering which the scope of judicial review extends. Therefore the finding is set aside.

17. Coming to the punishment the same is set aside. Needless to say the petitioner is entitled to be reinstated into Service forthwith after setting aside his dismissal from service with continuity of service and all attendant benefits. Regarding back wages, though his case is that he has been remaining unemployed ever since his dismissal, and has been dependent on his in-laws for his and his family's sustenance including educational expenses of his children running to thousands per rupees per month, he has not succeeded in satisfying this Tribunal that he has not had any employment to meet those expenses and he was purely depending on this parents-in-law who are aged, and some among whom are by now no more. His case on the aspect inherently improbable and intrinsically infirm. Hence he is to be given 25% back wages from the date of his dismissal from service and the same is ordered to be paid by the Management without interest and cost of his proceedings.

18. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 8th December, 2011)

A.N. JANARDANAN, Presiding Officer

WITNESSES EXAMINED:				Engineer to the Petitioner
For the 1st Party/ Petitioner	:	WW1 Sri K. Vijayaraghavan	Ex.M2	16.12.1989
For the 2nd Party/ Respondent	:	None	Ex.M3	27.12.1989
DOCUMENTS MARKET:				
On the Petitioner's side:			Ex.M4	04.01.1990
Ex. No.	Date	Description	Ex.M5	05.01.1990
Ex.W1	06.12.1989	Order suspending K. Vijayaraghavan		Letter from the Chief Engineer to the Petitioner Memo issued to the petitioner with acknowledgement
Ex.W2	16.12.1989	Charge Memo issued to K. Vijayaraghavan		Letter from the petitioner to the Respondent
Ex.W3	05.01.1990	Memo issued to K. Vijayaraghavan enclosing Statement of Articles of Charges	Ex.M6	12.01.1990
Ex.W4	12.01.1990	Enquiry Proceedings	Ex.M7	16.01.1990
Ex.W5	09.04.1990	Enquiry Proceedings	Ex.M8	24.01.1990
Ex.W6	07.06.1990	Show Cause Notice issued to K. Vijayaraghavan	Ex.M9	24.01.1990
Ex.W7	26.06.1990	Reply submitted by K. Vijayaraghavan to Show Cause Notice	Ex.M10	24.01.1990
Ex.W8	05.12.1990	Order imposing punishment on K. Vijayaraghavan	Ex.M11	30.01.1990
Ex.W9	02.02.1991	Appeal preferred by K. Vijayaraghavan	Ex.M12	01.02.1990
Ex.W10	26/27.03.91	Order passed in appeal	Ex.M13	05.02.1990
Ex.W11	21.04.1970	School Transfer Certificate of K. Vijayaraghavan	Ex.M14	10.02.1990
Ex.W12	xxxxxxxx	Service Rules regarding appointment of Driver Car/Van/Jeep in the 2nd Party	Ex.M15	20.02.1990
Ex.W13	29.09.1992	Representation to the Chairman	Ex.M16	05.03.1990
Ex.W14	09.03.1995	Rejection of the representation made by the Madras Port Trust Employees Union	Ex.M17	06.03.1990
Ex.W15	21.04.1970	Production of Original School Transfer Certificate.	Ex.M18	19.03.1990
On the Management's side				Ex.M19
Ex. No.	Date	Description	Ex.M20	21.03.1990
Ex.M1	06.12.1989	Letter from the Chief	Ex.M21	31.03.1990
			Ex.M22	09.04.1990
			Ex.M23	26.04.1990
				Enquiry Proceedings
				Enquiry officer findings

Ex.M24	23.05.1990	Letter from the Petitioner to the Chairman	अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 46/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 27-01-2012 को प्राप्त हुआ था।
Ex.M25	07.06.1990	Second Show Cause Notice issued to the Petitioner with acknowledgement	[सं. एल-32011/6/2005-आई आर (बी-II)] शीश राम, अनुभाग अधिकारी
Ex.M26	26.06.1990	Letter from the Petitioner to the Chief Engineer	New Delhi, the 13th February, 2012
Ex.M27	05.07.1990	Letter from the Chief Engineer to the Petitioner with acknowledgement	S.O., 970.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. 46/2005) of the Central Government Industrial Tribunal/Labour Court, <b>KOLKATA</b> now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of <b>KOLKATA PORT TRUST</b> and their workman, which was received by the Central Government on 27/1/2012.
Ex.M28	30.07.1990	Letter from the Respondent to the Petitioner with acknowledgement	[No. L-32011/6/2005-IR (B-II)] SHEESH RAM, Section Officer
Ex.M29	01.08.1990	Legal notice sent by the petitioner alongwith certificate	
Ex.M30	10.08.1990	Letter from the Respondent to the Petitioner with acknowledgement	
Ex.M31	25.08.1990	Letter from the Respondent to the Petitioner	ANNEXURE
Ex.M32	05.12.1990	Letter from the Respondent to the Petitioner with acknowledgement	CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA
Ex.M33	02.02.1991	Letter from the Petitioner to the Respondent	Reference No. 46 of 2005
Ex.M34	26.03.1991	Letter from the Respondent to the Petitioner	Parties : Employers in relation to the management of Kolkata Port Trust
Ex.M35	08.11.1991	Letter from the Respondent to the Petitioner	AND
Ex.M36	23.09.1989	Xerox copy of the School Certificate verified and found not genuine by the School authorities	Their workman
Ex.M37	—	Chennai Corporation Document	<b>PRESENT:</b> Justice Manik Mohan Sarkar, Presiding Officer
Ex.M38	23.11.1989	Disciplinary action note against the Petitioner for production of bogus school certificate	<b>APPEARANCE:</b>
Ex.M39	07.12.1989	Suspension order pending enquiry against the petitioner	On behalf of the Management : Mr. M.K. Das, Industrial Relations Officer, On behalf of the Workman : Mr. A. Bhadury, executive committee member of the workmen union.

नई दिल्ली, 13 फरवरी, 2012

का०आ० 970.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोलकाता पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT KOLKATA**

Reference No. 46 of 2005

Parties : Employers in relation to the management of Kolkata Port Trust

AND

Their workman

**PRESENT:**

Justice Manik Mohan Sarkar, Presiding Officer

**APPEARANCE:**

On behalf of the Management : Mr. M.K. Das, Industrial Relations Officer,

On behalf of the Workman : Mr. A. Bhadury, executive committee member of the workmen union.

State: West Bengal

Industry: Port &amp; Dock.

Dated: 20th January, 2012.

**AWARD**

By order No. L-32011/6/2005-IR(B-II) dated 07.11.2005 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of KOPT in denying promotion to Sh. Swapan Chakraborty to

the post of Inspector (vig.) and allowing Shri Kaushik Mondal a pharmacist of another department to work as Sr. Investigator (Vig.) from 09.01.2002 superseding Shri Chakraborty is legal and justified? If not to what relief does Shri Swapan Chakraborty is entitled?"

2. In the written statement of claim of the workmen union it is stated that at the time of making such statement the workman, Shri Swapan Chakraborty was working as Inspector (Vigilance) in the Department of Chief Vigilance Officer of the Kolkata Port Trust. Earlier he was working as Junior Inspector (Vigilance) in the same department. One post of Inspector (Vigilance) fell vacant with effect from 01.0.2001 due to retirement of the erstwhile Inspector (Vigilance), Shri Tileswar Shaw and in view of the existing norm of the management, the said post was to be filled up through usual promotion of the senior-most Junior Inspector (Vigilance) which was the only criteria for such promotion. The workmen union claimed that being the senior-most Junior Inspector (Vigilance), such promotion to the said vacancy was due to the workman concerned but the management with a view to promote a chosen person, having deep-sighted ill-motive, did not fill up the vacancy of Inspector (Vigilance) from 01.01.2001 by promoting the workman and being frustrated, the workman submitted an application on 31.07.2011 to the Chief Vigilance Officer of KOPT and without giving any reply thereto, the Chief Vigilance Officer in an unprecedented and illegal way, issued a circular to all concerned on 09.10.2001 inviting applications from the candidates from all the departments for filling up two posts, namely Inspector (Vigilance) and Sr. Investigator (Vigilance) as the post of Inspector (Vigilance) became vacant with effect from 01.01.2001 and the other post also became vacant with effect from 01.11.2001. The workman concerned submitted an application on 17.10.2001 to the Chairman of the KOPT protesting against illegal issue of such circular violating the existing norms and also pointed out that the post of Inspector (Vigilance) was a promotional post to be filled up by promoting senior-most Junior Inspector (Vigilance) in the department and in the present case, by promoting the workman concerned to the post. So the workman concerned with some other staff of the Vigilance Department submitted another application to the Chairman, KOPT on 02.11.2001 showing instances about such similar past promotions in the Vigilance Department, but this enraged the management and the workman was transferred to another department, namely, 'Hydraulic Study Department' by an order dated 19.11.2001 of the Chief Vigilance Officer. The workmen union claimed that the work of the said department was to study the Hooghly River by way of conducting survey of tide, depth, soil testing etc. which has nothing to do with the Vigilance Department and so the workman had to pass idle period fr. 9.11.2001 drawing 'idle-wages'. Subsequently the transfer was modified with the approval of the Chairman 'to work in the Hydraulic Study Department on deputation

basis, until further order retaining his lien and seniority by the parent department and protecting his pay'. Later the workman filed a Writ Application No. 17206 (W) of 2001 and therein the Hon'ble High Court passed an order for considering his case as per rules and to give preference to him for his experience in the Vigilance Department and accordingly he submitted an application on 11.12.2001 to the C.V.O., KOPT for his promotion to the post of Inspector (Vigilance) on the basis of the order of the Writ Court. In the meantime the written examination and interview were completed and on that basis candidate, Shri Kaushik Mondal who was a Pharmacist in the department of the Chief Medical Officer and another person, namely, Shri Dilip Das were selected for the said two posts and accordingly Shri Kaushik Mondal joined as Senior Investigator (Vigilance) with effect from 09.01.2002 and subsequently the workman was promoted as Inspector (Vigilance) with effect from 28.01.2004 and thereby he became junior to Shri Kaushik Mondal in a illegal and unjustified way. Subsequently the union had raised an industrial dispute with their letter dated 04.04.2005 before the Conciliation Office and subsequently that proceeding ended in failure and the Conciliation Officer sent the failure report to the appropriate authority by a letter dated 28.06.2005. The workmen union claimed that the promotion of the workman to the post of Inspector (Vigilance) should have been made with effect from 01.01.2001 and his seniority would have been effected from that date.

3. The management expressed its case through a written statement of reply wherein it has been stated that Kolkata Port Trust has two systems of dock, namely, Kolkata Dock System and Haldia Dock Complex and they earlier has good number of departments and one of them is Vigilance Department headed by the Chief Vigilance Officer and the board framed regulations as power conferred under the Major Port Trusts Act, 1963 for dealing with the matters relating to appointment, promotion, seniority for its employees through Kolkata Port Trust Employees' (other than Haldia Dock Complex) (Recruitment, Seniority and Promotion) Regulations, 1985.

The management also raised a point of maintainability of the present reference claiming Shri Swapan Chakraborty being in the post of Inspector (Vigilance), was in a supervisory post and the wages paid to him exceeding Rs. 1600/- per month and therefore he was not a workman as defined in Section 2(s) of the Industrial Disputes Act, 1947 on the date of raising the industrial dispute. It is further stated that Shri Chakraborty, the workman concerned joined in the Kolkata Port Trust as Vigilance Watcher from Kolkata Police with effect from 03.01.1995 and subsequently absorbed in the said department from the date of his joining and was allowed promotion to the post of Junior Investigator (Vigilance) with effect from 03.02.1989 and subsequently he was promoted to the post of Junior Inspector (Vigilance) with effect from 25.11.1998. It is further

claimed that the post of Inspector (Vigilance) carried a scale of pay of Rs. 5000-10850 and the said post becoming vacant was to be filled on the basis of seniority and suitability and the requisite experience for being considered for promotion to the above post was four years experience in the feeder post of Junior Investigator (Vigilance) and as Shri Chakraborty being in that feeder post, possessed only near about two years experience at the relevant point of time and so he did not fulfill the requisite criteria of four years experience and so he was not considered for promotion to the post of Inspector (Vigilance). Management further stated that as there was no other departmental candidate, it was decided by the management to fill up those posts by inviting applications from suitable candidates of various departments and accordingly inter department Circular No. Vig/18/III/1363 dated 09.10.2001 was issued by the Vigilance Department and in response thereto, altogether 33 applications were received and among them Shri Kaushik Mondal was one of the applicants and the present workman Shri Chakraborty did not submit any application in response to the said circular and rather, he submitted an application dated 17.10.2001 to the Chairman protesting against the issuance of the said circular. Written test and interview was subsequently conducted and therefrom Shri Kaushik Mondal joined the Vigilance Department with effect from 09.01.2002 as Inspector (Vigilance) but the other selected candidate, Shri Dilip Das selected for the post of Senior Investigator (Vigilance) did not join. Subsequently Shri Swapan Chakraborty was transferred on deputation to Hydraulic Study Department and he was advised to report to the Chief Hydraulic Engineer on 20.11.2001 and thereafter on 26.11.2001 Shri Chakraborty filed a writ application before the Hon'ble High Court at Calcutta but none of his prayer was considered by the Hon'ble High Court and passed an order not affecting the seniority and maintenance of lien of Shri Chakraborty for the chance of promotion to the post of Inspector (Vigilance) by taking into account the relevant rules and circulars of the department for promotion and it was also ordered that such consideration would be made only if the petitioner had applied or would apply for such promotion. Shri Chakraborty submitted an application 11.12.2001 for the post of Inspector (Vigilance) after that order and said application could not be considered being beyond the last date of receipt of such application and since by that time Shri Swapan Chakraborty gained requisite experience in the feeder post, he was allowed promotion to the post of Inspector (Vigilance) with effect from 28.01.2004. The management denied all other charges made against it by the workmen union including his supersession for such promotion by Shri Kaushik Mondal to the post of Inspector (Vigilance) with effect from 01.01.2001 and claimed that the workman is not entitled to any relief.

4. A rejoinder was filed by the workmen union reiterating the story as made in the written statement of claim followed by the para-wise made in the written

statement of reply by the management.

5. Deprivation of promotion to the post of Inspector (Vigilance) to the present workman in the vacancy arose on 01.01.2001 is the industrial dispute raised here from the side of the workman. Before going into the merit of the case as to whether the workman, Shri Swapan Chakraborty was deprived from the said promotion being a legitimate claim from his side as alledged, another issue has been raised from the side of the management that Shri Swapan Chakraborty has no *locus standi* to raise the present dispute in the capacity of a workman since at the time of initiation of the industrial dispute he was doing the post of Inspector (Vigilance) as he was promoted to the said post on subsequent event.

6. According to Mr. M.K. Das, the authorized representative of the management Port Trust the post of Inspector (Vigilance) is in the rank of a supervisor and on being promoted to the said post, Shri Chakraborty was placed in the pay scale of Rs. 5000-10850 and thus Shri Chakraborty lost the capacity of a workman in view of the provision in Section 2(s) (iv) of Industrial Disputes Act, 1947 as he was drawing more than Rs. 1600/- per month at the time of initiation of the industrial dispute.

7. In the second part of his argument Mr. Das submitted that the post of Inspector (Vigilance) fallen vacant in the year 2001 and filling up of the said post being a non-selection post, was being normally done as per prevailing practice by way of promotion on the basis of seniority-cum-suitability and requisite experience for being considered for promotion was four years in the grade of Junior Inspector (Vigilance). It has been argued that Shri Chakraborty was promoted the post of Junior Inspector (Vigilance) with effect from 25.11.1998 and so he lacked the required four years experience in the grade for the post of Inspector (Vigilance) fallen vacant with effect from 01.01.2001, since the said experience was much below than the required experience of four years. Such requisite can be viewed from Ext. M-03 being annexed to an office correspondence dated 24.12.1988 from the Superintendent of Vigilance Department to the Secretary to the Kolkata Port Trust. It is further argued by Mr. Das that though he was the senior most Junior Inspector (Vigilance) which was feeder post for promotion to the post of Inspector (Vigilance), candidature of Shri Chakraborty could not entertained.

8. It is further argued by Mr. Das that since none was available in the Vigilance Department for promotion to the post of Inspector (Vigilance) departmentally from the feeder post, the management through the Chief Vigilance Officer decided to circulate the vacany departmentally or any other department of the management inviting application within a prefixed date for offering candidature and facing the suitability test for such post as the criteria of experience

in the feeder post was abandoned on that occasion and though the Chief Vigilance Officer received 33 applications from different employees of the management in other departments, no such application was filed by Shri Chakraborty by offering himself for selection to the said post of Inspector (Vigilance). It is cleared by Mr. Das that if the candidature of Mr. Chakraborty was to be accepted departmentally from the feeder post of Junior Inspector (Vigilance), the experience criteria of four years was needed and no application was required to be filed by him in that occasion since seniority and suitability tests are being done by the management through the records of his past conduct and other qualities while acting in the feeder post. According to Mr. Das, since Shri Chakraborty was not a workman in view of the submission made in the earlier paragraph, he cannot claim himself to be a workman and raise this industrial dispute, nor he can claim his promotion to the promotional post of Inspector (Vigilance) in the vacancy arise on 01.01.2011.

9. Mr. Animesh Bhadury, the authorized representative of the workmen union, in his turn, submitted that no prospective promotee from the feeder post is needed to file an application seeking promotion, since promotion in this type of case is automatic and no yardstick is provided for consideration for such promotion. It is also stated by him that by denying promotion to Shri Chakraborty, the management had proceeded in whimsical way calling for open candidature through a circular inter-departmentally of the Port Trust and practically one of such candidate, being a Pharmacist was considered for promotion to the post of Inspector (Vigilance) by ignoring and superseeding the legitimate claim of Shri Chakraborty to the said post. It is claimed by Mr. Bhadury that even though Shri Chakraborty has got less than four years experience as Junior Inspector (Vigilance), he was Junior Investigator (Vigilance) before being promoted to the post of Junior Inspector (Vigilance) and thus work experience period criteria would not have been any hindrance on the way of selection of Shri Chakraborty as Inspector (Vigilance).

10. Mr. Bhadury then tried to convince the Tribunal that even thereof, Shri Chakraborty filed an application offering his candidature to the open invitation of candidature by the Chief Vigilance Officer. He referred the said open circular (Ext. W-08) and the application of Shri Chakraborty dated 17-10-2001 (Ext. W-09) which was received by the office of the management on the same date.

11. In respect of management's claim that Shri Swapan Chakraborty was not a workman as per provision of Section 2(s)(iv) of the Industrial Disputes Act, 1947, it is to be ascertained from the documents in the record filed by the respective parties as to what was the nature of work to be done by an Inspector (Vigilance) and in reference thereto the management side referred to a schedule in Ext. W-02

wherein in the heading Inspector (Vigilance) the nature of work was defined in four items and in Item Nos. (iii) and (iv), it was proposed that the work of Inspector (Vigilance) would be "supervise the work of the subordinates" and "Ministerial, supervisory". Basing upon the said pronunciation in the said document in Item Nos. (iii) and (iv), the management side claimed that the Inspector (Vigilance) was a supervisory post and he also referred to the pay scale of the Inspector (Vigilance) described in Ext. M-03 being Rs. 2425-4769. But, as being pointed out by Mr. Bhadury, it is found that Ext. W-02 was a recommendation of the Wage Revision Committee and no document is produced from the side of the management that such recommendation has been accepted and implemented by the management of the Port Trust in respect of the post of Inspector (Vigilance). Further, the annexed chart of information for preparing R.S.P. Schedule for Class-III and IV employees in Ext. M-03 nowhere it is stated that the post was one of supervisory. Further, in Ext. W-08 which is an open interdepartmental notice for filling up the post of Inspector (Vigilance), the work of Inspector (Vigilance) was stated involving conducting vigilance enquiries and carrying out inspection and any of the duties related to vigilance and nowhere it is stated that some work of supervision of the work of subordinates was needed to be done by such Inspector (Vigilance) and so it is not clear whether the recommendation made in Ext. W-02 to treat the post of Inspector (Vigilance) in the act of supervisory has been accepted by the management of the Kolkata Port Trust. Further, Ext. W-17 is the letter of promotion issued to Shri Chakraborty to the post of Inspector (Vigilance) dated 27.01.2004 and nowhere therein the nature of work as being supervisory has been described. So, the management side failed to substantiate that besides vigilance enquiries and related work as is evident from Ext. W-08, the post of Inspector (Vigilance) also is burdened with the supervisory work and thus knocking out the said rank from the definition of workman. I cannot accept the claim from the side of the management that Shri Swapan Chakraborty cannot be treated as a workman for raising the present industrial dispute.

12. In respect of claim of promotion by Shri Chakraborty, he cannot treat himself out of the rules and regulations of the management Port Trust for the purpose of such promotion to the post of Inspector (Vigilance). Admittedly, Shri Chakraborty was in the feeder post and he was in the normal ladder of promotion as being a departmental candidate and also as it is found from the schedule attached to Ext. M-03 and it is also admitted that he was the senior-most employee in that cadre. But, the claim of the management that he was promoted to the post of Junior Inspector (Vigilance) with effect from 25.11.1998 and the first vacancy to the post of Inspector (Vigilance), after Shri Chakraborty's promotion to the post of Junior Inspector (Vigilance), occurred in the year 2001, specifically

on 01.01.2001 and at that time or in any part of 2001, Shri Chakraborty had experience less than four years or within three years and thus he was lacking one of the point of eligibility for consideration for promotion to the post of Inspector (Vigilance). Thus the criteria of experience is very much in the regulation of the management Port Trust for consideration of the claim of promotion departmentally. If there is a shortfall of such eligibility criteria in the case of Shri Chakraborty, definitely the management has got every right not to propose for his promotion and thus there act cannot be criticized by Shri Chakraborty.

13. Further, in respect of open inter departmental circular (Ext. W-08) from the Chief Vigilance Officer for filling up the post of Inspector (Vigilance) arising in the year 2001, the matter was kept open for candidates from all the departments and there the provision was made for making application for the said post fixing a cut-out date for application and the departmental candidates filed applications and those who were found eligible, were called for test and interview. It is fact that though the case of Shri Chakraborty was defeated departmentally for a shortfall in work experience, he did not take the opportunity to make application in response to the said circular. Though Mr. Bhadury tried to claim that Ext. W-09 was such application of Shri Chakraborty in response to the said inter departmental circular, on going through the said application (Ext. W-09) it is found that it was not an application offering his candidature by Shri Chakraborty, but it was rather in the nature of protest against the said circular and claiming his promotion as a departmental candidate. So, Ext. W-09 cannot be treated as an application to offer candidature for the post of Inspector (Vigilance) by Shri Chakraborty in response to Ext. W-08. I also cannot accept the submission from the side of the workman that the candidature of Shri Chakraborty should be considered for a departmental promotion to the vacancy of Inspector (Vigilance) arising in the year 2001. So, there was nothing in the process of passing his candidature to give avenue to some preferred candidate as it is found from the respective parties case, that Shri Chakraborty was subsequently offered the promotion to the post of Inspector (Vigilance) in the year 2004 when he fulfilled the work experience criteria and thus allegation against the management of having malafide intention in not giving promotion to him in the year 2001 can be accepted.

14. The Tribunal will not interfere in the process of selection for promotion to the higher post departmentally when it was intended to be done by following the rules and regulations meant therefor and it is claimed by the management that filling up the post of Inspector (Vigilance), the management had primarily tried to get it filled up departmentally and on failing to get any eligible candidate from the feeder post, it decided to go with an open offer in all the departments of the management.

15. In view of all the discussions made above, I do

not find any merit in the present dispute wherein it has been claimed that the management of KOPT denied promotion to Shri Chakraborty to the post of Inspector (Vigilance) with effect from 09.01.2002 and offering that promotion to Shri Kaushik Mondal, a Pharmacist of another department by way of superseding Shri Chakraborty as an illegal and unjustified act of the management and rather, such illegality and unjustifiability act of the management has not been proved from the side of the workman Shri Chakraborty and so as it is found in the discussions made in the foregoing paragraphs, denial of promotion to Shri Swapan Chakraborty for the post of Inspector (Vigilance) in the year 2001 was done by following the rules and regulations made thereto and it was legal and justified.

16. Consequently the workman concerned is not entitled to any relief.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

Dated, Kolkata,  
The 20th January, 2012.

नई दिल्ली, 13 फरवरी, 2012

का.आ. 971.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोलकाता पोर्ट ट्रस्ट के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 16/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 19-01-2012 को प्राप्त हुआ था।

[सं.एल. 32011/4/2002-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, The 13th February, 2012

S.O. 971.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. 16/2003) of the Central Government Industrial Tribunal/Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **KOLKATA PORT TRUST** and their workman, which was received by the Central Government on 19/01/2012.

SHEESH RAM, Section Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 16 of 2003

Parties : Employers in relation to the  
management of Kolkata Port Trust

AND  
Their workman.

**PRESENT:**

Justice Manik Mohan Sarkar, Presiding Officer

**APPEARANCE:**

On behalf of the Management : Mr. M.K. Das, Industrial Relations Officer.

On behalf of the Workmen : Mr. A. Bhadury, executive Committee member of the workmen union.

State: West Bengal. Industry: Port & Dock.

Dated: 3<sup>rd</sup> January, 2012.

**AWARD**

By Order No. L-32011/4/2002-IR(B-II) dated 27.03.2003 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Kolkata Port Trust in denying the promotion of Shri Santi Ranjan Bapari, Greaser to Winchman in Vessel SD 'Churni' w.e.f. 1.6.2002 is legal and justified? If not, what relief the concerned workman is entitled to?"

2. The Workman's case in his written statement of claim is that the said workman Shri Santi Ranjan Bapari had been working in the capacity of Greaser in SD Churni being a permanent workman and he was senior-most among the Greaser. The main engine and auxiliary engine of the said SD Churni were required to be operated by different categories of workmen on round the clock basis with specific duties and responsibilities depending upon their responsibilities and capabilities and the category-wise posts in the said vessel (starting from the senior-most post) was E.R. Driver, E.R. Second Driver, E.R. Winchman, E.R. Greaser, E.R. Cassab and E.R. Fireman and among these posts, the post of Greaser, Cassab and Fireman carried same scale of pay of Rs. 3900-6860 and the rest other posts used to carry higher pay scale in staircase process from Winchman to Driver. For holding the post of E.R. Driver and E.R. Second Driver the incumbents need to possess certificate of competency from Mercantile Marine Department (MMD) as a statutory requirement but such certificate is not needed for holding the post of E.R. Winchman, E.F. Greaser and E.R. Greaser Cassab and E.F. Fireman and the posts are being filled up by workmen strictly on the basis of seniority in the grade. The post of Winchman is a promotional post carrying higher scale of pay and senior-most Greaser used to get promotion to the said post. Though the post of Fireman, Cassab and Greaser used to carry the same scale of pay, normally the post of Fireman

was considered as entry post in the unit and the post of Cassab (single post) was filled up by Fireman who sought for day duty in place of night duty and the post of Cassab is not an operational post but is a maintenance post for maintaining store materials required for engine room. Workman claimed, the line of promotion was strictly within the uncertificated categories of engine room staff in SD Churni viz. from E.R. Fireman and E.R. Cassab to E.R. Greaser and from E.R. Greaser to E.R. Winchman. One post of Winchman became vacant for a temporary period of 26 days (leave vacancy) on 12.12.2001 and denying temporary promotion to the workman, the next senior below Shri Bapari, Shri Devdulal Mukhopadhyay was promoted to the said post of Winchman and being superseeded, this workman made a representation claiming his promotion to Winchman on the same day but it was unheeded. Again, a permanent post of Winchman fell vacant on 01.06.2002 and that vacant post was again filled up by the said Devdulal Mukhopadhyay ignoring the senior position of the present workman. Sensing foul game, the workmen union took up the matter in advance with the sectional head but it failed to produce any satisfactory reply. The workman made several representations on different dates and when his representations went in vain, the workmen union raised dispute before the Conciliation Officer at Kolkata and as it failed, the matter was sent to the appropriate Government which subsequently sent the present reference to this Tribunal.

3. In their written statement, management of Kolkata Port Trust submitted that the only post of Engine Room Cassab in vessel SD Churni fell vacant with effect from 01.02.2000 because of the superannuation of the concerned incumbent and as per practice and convention followed in the said vessel, the senior-most Greaser was being posted as Cassab though the said post used to carry the same scale of pay as that of Greaser for the purpose of future promotion to the post of Winchman and accordingly at the material point of time the then senior-most Greaser, the present workman, was asked to accept the post of Cassab which he refused and so the next senior-most Greaser Shri Devdulal Mukhopadhyay was offered the post of Cassab and accordingly he accepted the posting with effect from 01.02.2000. According to the management, the hierarchy of the engine room operational staff constituted of different posts in the staircase process from Fireman - 1, Greaser, Cassab to Winchman and accordingly the senior-most Fireman-1 is posted as Greaser and the Senior-most Greaser is posted as Cassab and finally the Cassab is promoted to the post of Winchman. The promotional channel is so designed for the reason that the post of Cassab has higher duties and responsibilities than the post of Greaser which also treated as a higher post than that of Fireman - 1. It is claimed by the management that if promotion to the post of Winchman is allowed from anyone of the said feeder post, no crew member would be available to shoulder the higher responsibility of the post of Greaser

or that of Cassab which is even higher than the post of Greaser in view of its responsibilities. It is further claimed that if the incumbent of the post of Cassab refuses to accept the post on promotion directly to the post of Winchman, then the senior-most Greaser is allowed to be considered for promotion to the post of Winchman. In the present case, the workman, Satya Ranjan Bapari refused the post of Cassab being offered on 01.02.2000, the next senior-most Greaser, Debdulal Mukhopadhyaya was offered that post which he accepted and when subsequently the post of Winchman fell vacant on 01.06.2002, said Shri Mukhopadhyaya was promoted to the post of Winchman. Had the present workman accepted the offer for being appointed to the post of Cassab, by this time he would have been promoted to the post of Winchman with effect from 01.06.2002 and it is claimed that Shri Mukhopadhyaya was justifiably promoted to the said post and there is no merit in the demand either of the union or of the workman concerned, Satya Ranjan Bapari and is not entitled to get any relief. The management Port Trust has categorically denied that it ever flouted the provisions made in the Kolkata Port Trust Employees' (Recruitment, Seniority and Promotion) Regulation, 1985 as alleged by the workmen union and it is claimed that no junior employee was promoted to the post of Winchman bypassing legitimate claim for promotion of a senior-most employee.

4. A rejoinder is filed by the workmen union wherein the same story as narrated in the original written statement of claim was repeated and the workmen union denied the case alleged para-wise in the written statement of reply of the management and claimed that the post of Cassab is not the only feeder post in line for promotion to the post of Winchman and that the said post essentially is a maintenance post like a Store Keeper having no bearing with the operational post like Fireman - 1, Greaser and Winchman and there is no hard and fast rule and even convention that promotion to the post of Winchman, an employee in the engine room must have served in the post of Cassab at his credit.

5. Admittedly the workman concerned at the time of promotion to the post of Winchman in the year 2002 was posted as senior-most Greaser. It is also admitted that even when the post of Winchman fell vacant, at that material point of time, the claim of the workman was not considered for promotion to the said post being in the feeder post and that post of Winchman is a promotional post from those feeder post. It is also admitted that one Debdulal Mukhopadhyaya, immediately junior to the present workman, was considered and appointed on promotion to the post of Winchman.

6. The management has claimed that such an act was undertaken as the workman, Satya Ranjan Bapari, refused the offer for the post of Cassab when it fell vacant and on his such refusal, the said post was filled up by the next

junior to Shri Bapari in the Greaser category and subsequently when the vacancy to the post of Winchman was being filled up, the senior-most employee, the present workman in the Greaser category was not offered such promotion and in his place, as he being posted as Cassab, Shri Debdulal Mukhopadhyaya was given promotion to the post of Winchman with effect from 01.06.2002. As an explanation to such act on the part of the management, it is stated by Shri M.K. Das, the authorized representative of the Kolkata Port Trust that it was a long practice in the management to offer the post of Cassab to a senior-most Greaser and after he joins in the post of Cassab, the vacancy in the promotional post of Winchman is filled up from the lone Cassab. It is further stated by Mr. Das that though the post of Fireman, Greaser and Cassab are in the same scale of pay, these have got different types of responsibilities having an upside trend from Fireman-1 (entry post), to Greaser and from Greaser to Cassab and then the promotion to the post of Winchman is considered only for the employee posted as Cassab having the greater responsibility among the three categories of posts.

7. On the other hand, Mr. Animesh Bhadury, the authorized representative of the workmen union submitted that this is uncoded practice from the side of the management and no rule and regulation is there with the management that a worker posted in the engine room of S.D. Churni should be posted as Cassab first before being considered for promotion to the post of Winchman or that there is a compulsion on the part of the workman to be routed through the post of Cassab for promotion to the post of Winchman.

8. Mr. M.K. Das, the authorized representative of the management Port Trust submitted that such a practice is being followed by the management by following the direction given in an Award passed by this Tribunal in Reference No. 1 of 1956 wherein the Hon'ble Presiding Officer of this Tribunal has laid down the process of promotion, but on going through the said Award, (copy of which has been filed in the present record) nothing is found as to how the promotion to the post of Winchman is SD Churni like vessel is to be operated. The management all through the present reference and all through the argument, banked upon a claim from their side that it was a long practice from the side of the management Port Trust to promote a worker in the engine room to the post of Winchman from the feeder post.

9. It is not denied by the management Port Trust that the promotion to the post of Winchman being a promotional post, is being done from the senior-most employee in the engine room in the posts of Cassab, Greaser and Firemen—1, all the three being feeder post and all the three being in the same scale of pay. It is also found from the submission of the respective parties that the post of Firemen—1 lies in the entry level in the said categories and

thereafter a greater responsibility is given to such a worker in the post of Greaser. On the other hand, the single post of Cassab in SD Churni had non-operational job in the engine room while Greaser and Firemen are directly linked with the working of the engine room. No doubt Winchman is a senior promotional post also having the link to the engine room, the management has not formulated any rule or regulation to show that a senior Greaser must take the job of Cassab before being considered to the post of Winchman or that the channel of promotion to the post of Winchman is always through the post of Cassab and not directly from Greaser. As there is no compulsory regulation to that effect, the management of Kolkata Port Trust cannot claim that a worker being a senior Greaser must be a Cassab first before being considered to the post of Winchman. Admittedly the post of Winchman, Cassab, Greaser and Fireman—I does not need any certificate of competency from the Marine Department and naturally the person who is involved in the operation of the engine room in these categories for a considerable period of time is/are considered for promotion to a higher responsibility and unless he has got some bad conduct in course of his employment, a senior-most employee in that category must be given consideration first for promotion to the post of Winchman.

10. Admittedly the present workman, Shri Satya Ranjan Bapari was the senior-most Greaser and since the next senior most Greaser, Shri Devdul Mukhopadhyaya accepted the post of Cassab, the claim of the present workman, Shri Bapari was ignored for promotion to the post of Winchman and in his place Shri Mukhopadhyaya was considered for such promotion only because he accepted the post of Cassab and thereby the management has definitely made an injustice to the present workman, Shri Bapari without any solid reason besides the one as referred above.

11. In that case, I have no hesitation to hold that the claim of the present workman to be promoted to the post of Winchman with effect from 01.06.2002 before Shri Devdul Mukhopadhyaya has been ignored by the management Port Trust and thereby the action of the management in that regard is completely unjustified and not in any term of the legal procedure since there is no codified provision with the management of Kolkata Port Trust in that respect that promotion to the post of Winchman is to be done from the worker in the post of Cassab. Consequently the management of Kolkata Port Trust shall take all the necessary step in that regard so that the workman, Shri Satya Ranjan Bapari is treated to be promoted as Winchman with effect from 01.06.2002.

An Award is passed accordingly.

Justice Manik Mohan Sarkar Presiding Officer  
Dated Kolkata, the 3rd January, 2012.

नई दिल्ली, 13 फरवरी, 2012

कांग्रेस 972.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नेशनल इश्योरेंस क. लि. के प्रबंधतत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/1 ऑफ 2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 20-01-2012 को प्राप्त हुआ था

[सं. एल-17011/7/2002-आई आर (बी-II)]

शेश राम अनुभाग अधिकारी

New Delhi, the 13th February, 2012

S.O. 972.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. CGIT-2/1 of 2003) of the Central Government Industrial Tribunal/Labour Court No. 2, MUMBAI now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of NATIONAL INSURANCE CO. LTD. and their workmen, which was received by the Central Government on 20/01/2012.

[No. L-17011/7/2002-IR (B-II)]

SHEESH RAM, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT:

K.B. KATAKE, Presiding Officer

REFERENCE NO. CGIT-2/1 OF 2003

EMPLOYERS IN RELATION TO THE MANAGEMENT  
OF NATIONAL INSURANCE COMPANY LTD.

The Deputy Manager

National Insurance Company Ltd.

Mumbai Regional Office-II

5th floor, Sterling Cinema Building

65, Murzban Street, Fort Mumbai-400 001.

AND

THEIR WORKMEN

The Joint Secretary

General Insurance Employees Union

232, D.N. Road Fort,

Mumbai 400 001.

#### APPEARANCES:

FOR THE EMPLOYER : Mr. Manoj Gujar, Advocate.

FOR THE WORKMAN : Mr. R.D. Joshi, Advocate.

Mumbai, dated the 21st December, 2011.

#### AWARD

The Government of India, Ministry of Labour &

Employment by its Order No. L-17011/7/2002-IR (B-II), dated 18.06.2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of National Insurance Co. Ltd., Mumbai in terminating the services of Shri Sanjay H. Gond is legal and justified. If not, what relief the employee is entitled to?"

2. After receipt of the reference from the Ministry, both the parties were served with notices. They appeared through their respective legal representatives. The second party union filed his statement of claim at Ex-7. According to the second party union the first party has opened branch office No. IV under Divisional Office with very skeleton staff. The company business started growing but as the Branch Manager could not get additional typist to complete the policy document work and hence he had engaged Mr. Sanjay Gond to type the policy documents of the Branch Office from January 1997 to November 1997. He was paid sum of Rs. 1200/- p.m. by voucher. Mr. Gond came to know about the circular of regularisation, therefore, he made an application for regularisation of his services by his letter dt. 30.08.1999. The employer received it on 1/9/1999. The workman has passed F.Y. B.Com Exam of Mumbai University. He has knowledge of typing and can operate computer. He is from S.T. Category and badly in need of financial help to his family. He had worked for the employer to the fullest satisfaction of his superiors. The Union requested the Regional Manager and General Manager of the first party to regularise services of the workman as 'Assistant (T).' The workman had completed more than 240 days continuous service in a year. Workman is well acquainted with policy documents on computer. He has fulfilled the requirement of the recruitment to the post of Assist. (T). There is a post of typist/Assist. (T) in the said branch.

3. As workman has completed 240 days and made a request to the management to regularise him, therefore concerned officer instructed the workman not to come to office for work and assured him that his case will be considered lateron. However no action was taken to regularise the workman. Therefore matter was discussed with national management. They had agreed to take up the issue of regularisation with Head Office. Union issued reminder to the national management. New India Assurance Company one of the subsidiary of GIAC have regularised 13 employees who worked for more than 240 days. As the management did not take any action, union took up the matter to ALC (C) Mumbai. As conciliation failed ALC sent a report to Govt. of India, Ministry of Labour & Employment

and Ministry sent the reference to this Tribunal. The union thus prays that the employer be directed to cancel the termination of services of Mr. Sanjay H. Gond and they be directed to regularise his services with all backwages and other consequential benefits.

4. The first party resisted the statement of claim vide their written statement Ex-18. According to them, the claim of the second party Union is false. The first party has branches all over India and there are about 17,000 employees working on permanent basis. In Mumbai Company has 10 branch offices, 2 registered offices and 20 divisional offices managed by respective heads of the particular office. There are about 600 permanent employees of all the cadre. There is no post vacant in the establishment. The branch office No. IV under Divisional Office No. IX came in to existence and started functioning since 20.07.1995. The second party workman was engaged on need basis to clear typing work from January 1997 to May 1997 and was paid Rs. 1200/- p.m. as typing charges. Again he was engaged on purely need basis from July 1997 to Sept 1997 to do similar work. His disengagement from service was for want of work and it cannot be treated in violation of any statutory provisions. He was engaged for a specific period purely on need basis from time to time to do the specific job of typing as and when contingency arose. The second party has never worked continuously for more than 240 days in any particular period as has been alleged. The claim of the second party is belated and stale, thus not tenable. He cannot claim reinstatement with full backwages in continuity in service as he was never employed or never worked 240 days. Neither he was appointed nor the recruitment rules were followed. He was engaged for a casual work on need basis. The reference is made mechanically without applying mind even by the conciliation officer. The second party has no locus-standi to raise this dispute of regularisation as an individual dispute. Such a dispute cannot be raised under Section 2 (A) of the Act. There reference is mere error by the Ministry. Such a casual employees cannot be absorbed or regularised. He has also not worked for 240 days in a year as has been claimed. The reference is devoid of merit. Therefore the first party pray that the same be rejected with cost.

5. By way of rejoinder Ex-22, the second party contended that he was working as a typist on vacant post and was denied benefit of permanent employees. He denied the contents in the written statement and repeated the allegations in the statement of claim that he deserves to be absorbed and regularised in the service as a regular employee with full backwages.

6. Following are the issues framed by my Ld. Predecessor. I record my findings thereon for the reasons to follow:

Sr. No. Issues	Findings	
1. Does second party establishes employee-employer relationship of concerned workman with first party?	No.	September 1997. As against this the workman claims that he worked continuously from January 1997 to November 1997. The Ld. Adv. for the first party submitted that there is absolutely no evidence on record. The workman has produced vouchers of only four months with list Ex-8. He submitted that the burden was on the workman to show that he had worked continuously for 240 days in any calendar year. The workman has produced vouchers of four months in the year 1997. There is absolutely no evidence in respect of any other period or any other year to show that the workman had worked with the first party. The Ld. Adv submitted that the burden lies on the workman to prove that he has served more than 240 days. According to him the workman failed to discharge the burden. On the other hand the workman has admitted in his cross at Ex-27 that there was no work of typing after 1997 and thereafter typing work was not provided. It shows that the workman had not worked or was not engaged for the typing work after 1997. He further submitted that burden or onus cannot shift on the employer to prove negative fact such as the workman had not worked for 240 days in a calender year. In support of his argument, Id. Adv. cited Apex Court ruling in <b>General Manager, BSNL &amp; Ors. V/s. Mahesh Chand 2008 I CLR 784 SC</b> . In the case at hand, the second party has not led any evidence to show that the workman has worked continuously for more than 240 days in any calendar year.
2. Does second party establishes that, concerned workman requires to be regularised in the employment of first party?	No.	
3. Does second party prove that concerned workman worked continuously for more than 240 days in a year to claim permanency?	No.	
4. What relief second party may get for concerned workman?	No relief.	
5. What order?	As per final order.	
		Ref. GIP-2/109/2003

## REASONS

Issues Nos. 1 to 4:—

7. All these issues are interlinked therefore in order to avoid repetition of discussion they are discussed and decided simultaneously. According to the workman, he worked with the first party's concerned branch from January 1997 to November 1997. He used to get Rs. 1200/- p.m. by voucher. According to him, he had worked for more than 240 days in the year 1997. He also contended that he worked at branch nos. 3, 4 & 5 from time to time. However he has produced on record with list Ex-8 the vouchers of October 1997, September 1997, July 1997, June 1997, May 1997 & April 1997. There is no document on record to show that he has worked for 240 or more days continuously in a year. Furthermore the Ld. Adv for the first party pointed out that the workman was engaged casually to do the typing work and remuneration for typing work was paid to him whenever he was called. He further submitted that the workman was never appointed. He pointed out the admission of the workman in his cross examination at Ex-27 wherein workman had admitted that no appointment letter was given to him at any time by the first party. He further pointed out that neither name of the workman was called from Employment Exchange nor workman had undergone any recruitment examination or test prescribed therefore. In the circumstances, he argued that even question of termination of such employee does not arise. He was engaged to do a particular work of typing. He was disengaged after the work was over. Such disengagement cannot be called illegal termination.

8. The Ld. Adv for the first party submitted that the workman was engaged to do typing work from January 1997 to May 1997 and again was called from July 1997 to

9. Furthermore, it is a fact that the workman had not faced any recruitment test. His name was also not referred through employment exchange. In the circumstances, Id. Adv. for the first party submitted that such a workman who was working casually or as a part time worker cannot be regularised, though worked for a long time. In support of his argument the Id. Adv. resorted to Apex Court ruling in **Union of India V/s. Bishmbar Dutt (1996) 2 SCC 341** wherein Hon'ble Court held that:

"Person appointed on part-time employment divorce the rules even though regularly working for a longtime is not entitled for regularisation."

10. The Id. Adv. for the first party also submitted that daily wage workman not appointed by following the procedure for recruitment neither can be regularised nor can be reinstated. In support of his argument he resorted to Apex Court ruling in **Pravin Bhatia V/s. Union of India & Ors. 2009 III LLJ 9**, wherein the Hon'ble Court held that:

"When daily wages workmen could not show that their appointments were made in compliance with constitutional scheme of equity, their reinstatement into service cannot be directed."

11. The Id. Adv. also resorted to Apex Court ruling in **C.S. Azad Krishi Even Prodyogiki Vishwa V/s. United Traders Congress and others 2008 I LLJ 75** wherein the Hon'ble Apex Court on the point held that:

"Working continuously for more than 240 days in a year though quite long period itself does not confer any right upon a workman to be regularised in service."

## Industrial Dispute No. 136/98

12. In the light of the facts and circumstances and the case laws discussed herein above, it is clear that the workman was not appointed by following recruitment rules. Furthermore, he failed to prove that he had worked more than 240 days continuously in a calendar year. On the other hand from the evidence on record it is seen that he was engaged to do casual work of typing and was paid for the same. In the circumstances, he cannot claim reinstatement or status of permanency. Accordingly, I decide this issue no. 1 to 3 in the negative. I also hold that the workman is not entitled to get any relief. Accordingly the issue no. 4 is also decided in the negative. Thus, I proceed to pass the following order:

**ORDER**

The reference stands rejected with no order as to cost.

Date: 21.12.2011

K.B. KATAKE, Presiding Officer

नई दिल्ली, 13 फरवरी, 2012

का०आ० 973.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) को धारा 17 के अनुसरण में केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इंडिया के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 136/1998) को प्रकाशित करती है जो केन्द्रीय सरकार को 19-01-2012 को प्राप्त हुआ था।

[सं. एल-12012/279/1997-आई आर (बी-II)]  
शीश राम, अनुभाग अधिकारी

New Delhi, the 13th February, 2012

S.O. 973.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. 136/1998) of the Central Government Industrial Tribunal/Labour Court, KANPUR now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UUNITED BANK OF INDIA and their workman, which was received by the Central Government on 19/01/2012.

[No. L-12012/279/1997-IR(B-II)]  
SHEESH RAM, Section Officer

**ANNEXURE****BEFORE SRI RAM PRAKASH, HJS, PRESIDING OFFICER**

Central Government Industrial Tribunal cum Labour Court, Kanpur.

**BETWEEN**

Sri A.P. Srivastava,  
State Secretary,  
United Bank of India Employees Association,  
C/o United Bank of India,  
Nayaganj Branch,  
Kanpur.

And

The General Manager (Personnel)  
United Bank of India,  
10 Old Court House Street,  
Kolkata.

**AWARD**

1. Central Government, Mol, New Delhi *vide* notification No. L-12012/279/97/IR(B-II) dated 20.07.98, has referred the following dispute to this tribunal for adjudication—

2. Whether the action of the management of United Bank of India in treating the request made by the workman Sri R.L. Chopra as conditional acceptance and refusing promotion to the post of Special Assistant is justified? whether the employee is eligible for promotion to the post of special assistant with retrospective effect with consequential benefits? If not what relief the workman is entitled for?

3. Brief facts are—

4. It is an admitted fact that Sri R.L. Chopra claimant was employed as a clerk at Nayaganj Branch Kanpur of United Bank of India. The promotion in the bank to the post of special assistant from clerical cadre are governed by the rules as contained in UBI 1st Supplement to guidelines or staff administration (Chapter II). In terms of the aforesaid rules the bank had invited applications to fill up the post of special assistant. In the promotion process of 1993 vacancies lying vacant up till 31.12.90 were to be filled. At Nyaganj branch of the Bank there were two posts of special assistants. That *vide* letter no. HRD—dated 26.03.87, the office of the bank reduced the strength of special assistant from 2 to 1. Though the strength of special assistant was reduced from 2 to 1 yet the actual strength at the branch remained two. That the reduction in the strength as stated aforesaid was resisted by the employees association of the bank due to which the bank *vide* its letter No. CR/Admn.—td 22.12.95 advised as under—

5. On our clarification regarding the date of sanction of the post, they have, *vide* their letter No. HRD—dated 3.11.95 informed that the sanctioned position of the special assistant of two in Nayaganj branch should be treated to have been sanctioned with retrospective effect from

March 87. Thus defacto/dejuro position was that there always remained two post of special assistant at the branch. Thus in the promotional process other year 1993 two post of special assistant were required to be filled up. In this process the claimant was also called for interview along with other eligible clerks. He was selected for promotion. Thus in terms of the posting procedure detailed at serial No. 43@. of the guidelines referred to in paragraph 6 hereinabove, aforesaid claimant ought to have been offered the posting as special assistant at Nayaganj Branch itself. But the bank instead of offering the posting at Nayaganj Branch offered the post of special assistant at Mau-ima branch of the bank in contravention of the rules. The claimant accepted the promotion but objected to his posting at the Mua-ima branch of the bank. The bank took it as a conditional acceptance and declined him promotional post of special assistant. Therefore, the claimant has alleged that in refusing him the posting of special assistant after promotion at Nayaganj branch the action of the management is unjust. He requested that he should be promoted and be given the consequential benefits with retrospective effect.

6. Opposite party has filed the written statement. It has been accepted therein that the claimant was selected as special assistant in the year 1993, but his selection was based on the basis of banks circular No. PA(AS)—dated 11.05.92 and number PA(AS)—dated 12.09.92. According to the circular dated 11.5.92, the result of interview would be published and arranged in descending order of seniority of the candidates selected state-wise commensurate with the number of vacancies declared for each state as on the stipulated date *i.e.* 31.12.90. The candidate so selected would be posted thereafter against the resultant as well as *ab initio* no optee vacancy of special assistant. It has been specified that there was only one post of special assistant and as such there was one vacancy at Nayaganj Branch till the time of declared vacancies of special assistant as on 31.12.90 as per circular No. —dated 12.09.92 (aforesaid). As per aforesaid circular dated 12.09.92 the bank has informed the all concerned that there were total 5 vacancies existing in the state of U.P. as on 31.12.90 and accordingly the candidates were called for interview and selection and there was only one vacancy at Nayaganj branch of the bank, the date of vacancy was 31.5.88 and total 5 vacancies were existing in the state of Uttar Prades. The guidelines for staff administration 1st supplement which has been referred by the claimant also expressly clarifies in Para 34 — all those who appeared in the interview will be considered to have expressed their willingness to work as special assistant and after participating in the interview if selected for the post of special assistant will have to accept the posting at any branch/office within the same state. In no case he will be allowed to refuse the said posting. Similarly the circular dated 11.05.92 provides that those employees who are not willing and interested for the post of special

assistant they should inform the head office well in advance so that their names may not be considered. After selection for the post of SA being 1 out of 5 selected candidates Sri Chopra was offered the post of special Asstt. by the bank posting at banks mau-ima branch *vide* letter dated 16.02.93. Sri Chopra accepted the posting order at Mau-ima branch conditionally stating "I agree to accept the assignment of special assistant under terms and conditions subject to the post at Kanpur station having vacancies at Nayaganj and Kanpur Branch." This conditional acceptance was against the rules of the bank and the claimant was informed that the same would be treated as his refusal to accept the offer as per the relevant policy of the bank as also in terms of provisions of circular dated 11.5.92. Sri Chopra had participated in the process of selection process being fully aware that if selected he would be posted anywhere in the State Sri Chopra wrote a letter dated 24.02.93 and 07.08.93 claiming that there were two vacancies of special assistants at Nayaganj branch. The said request of Sri Chopra and his union could not be accepted as there was only one vacancy at Nayaganj branch at the time under consideration for selection in terms of the aforesaid circulars. It is a fact that in the year 1995 the sanctioned strength of special assistant at Nayaganj Branch was increased from one as on 31.2.90 to two *vide* letter dated 15.02.95 and the above communication was received by regional office after the selection process for special assistant was over way back in 1993 itself. It is also stated by the opposite party that the claim of the claimant is barred by principle of estoppels. Lastly it is pleaded by opposite party that the present claim is liable to be rejected being devoid of merit and claimant is not entitled for any relief.

7. Claimant has also filed rejoinder but nothing new has been stated there in except reiterating the facts of the claim petition.

8. Both parties have filed documentary as well as oral evidence.

9. Heard the arguments of the parties at length and have also gone through the record of the case carefully.

10. The short question to be decided in this case is whether there was only one vacancy at Nayaganj Branch in the year 1993 when the selection process took place or there were two vacancy as claimed by the claimant.

11. Second question to be decided is whether according to the letter No. HRD—15.02.95 wherein the sanctioned strength of special assistant was increased from one to two as on 31.12.90, which was received by the Regional Office after the selection process of special assistant was over way back in 1993.

12. First question—It has been alleged by the claimant, Sri R L Chopra in his statement as W.W.I that there were two vacancies of special assistants when the

selection process took place. But I have examined his statement. In his statement there is no such documentary evidence which supports the version of the claimant. If it was like this the claimant could have summoned such records from the opposite party, whereas the opposite party in his statement as M.W.1 Sri Bholanath Rai who is an officer of the bank specifically stated on oath that there were only 5 vacancies in the state of U.P. as on 31.12.90 and there was only one vacancy at Nayaganj Branch of the Kanpur for the post of special Assistant. There is a circular which is paper No. 11/2 which dated 11.5.92 and contains the guidelines, it is stated that Sri Chopra has applied under the terms of this circular and he has participated knowing fully the term and conditions of the circular. It has been specifically stated by the opposite party in para 8 of their written statement that there was only one vacancy of special assistant at Nayaganj Branch and when the selection process was over one Sri Nand Kishore Kanojia who was found selected on the basis of seniority cum suitability was posted at Nayaganj Branch, Kanpur of the bank. M.W.1 categorically stated that there was one sanctioned post 2 of special assistant at Nayaganj branch, Kanpur. W.W.1 claimant in his cross examination clearly admitted that Sri Kanojia was posted at Nayaganj Branch was senior to him.

13. Therefore after the perusal of the evidence the version and the contention of the opposite party is believeable and found true that there was one post at Nayaganj Branch in the year 1993 and Sri Kanojia who was senior to the claimant was posted for the post of special assistant at Nayaganj Branch. Therefore, if there was only one post and if a senior has been posted on the basis of seniority and suitability, then I think that there is no *malafide* in the action of the opposite party bank in refusing the claimant to be posted at Nayaganj Branch as special assistant, where as the claimant himself has conditionally accepted his promotion. According to the opposite party, this conditional acceptance is against the policy of the bank.

14. Opposite party contended that after seeing the condition put by the claimant on paper No. 11/08 which was not found to be tenable, the bank has written a letter dated 05.03.93, paper No. p. 11/09 stating that—your appointment and posting as special assistant has been done as per bank's guidelines and the existing vacancies as on 31.12.90, as such the conditional acceptance of the appointment letter is not acceptable and it is presumed that you are not interested to accept the offer. Your non acceptance will be treated as refusal in terms of Head office circular no—dated 11.05.92.

15. I have perused all the evidence and the contents of the circular. There is nothing illegal in this letter dated 05.03.93.

16. Therefore for the first point my finding is that

there was only one sanctioned post of special assistant at Nayaganj branch when the selection process has taken place considering the vacancies as on 31.12.90, therefore, it was not possible for the opposite party to post two persons against a single vacancy. Sri Kanojia who was senior to the claimant has been posted at Nayaganj Branch. As such according to the first part there is no *malafide* in the action of the management accordingly the same is decided in favour of the opposite party bank.

17. Second question—That there is a contention of the claimant that according to circular dated 22.12.95, the sanctioned Post 2 of special assistant at Nayaganj branch should have been treated to be two with retrospective effect from March 87.

18. I have given due thoughts to this contention. While deciding the first point it was found that there was no *malafide* on the part of the bank when the selection process were initiated and posting was done because there was only one post at Nayaganj Branch. Opposite party has specifically stated in their evidence as well as in their pleadings that the communication letter no. HRD—dated 15.02.95 was received by Regional Office after the selection process for the post of special assistant was over way back in the year 1993. The claimant has invited my attention towards paper No. 40/2-3 the circular dated 22.11.95 and letter dated 22.12.95 paper No. 39/1-2. I have thoroughly examined the contents of these letters. According to the claimant if claimant is posted with retrospective since 1993 to the post of special assistant I think it may cause prejudice to other bank employees who could not participate under the doctrine of public expectation.

19. There is a letter dated 22.11.95 filed by the claimant himself states if the post of special assistant at Nayaganj Branch is restored with effect from March 87, it will affect the posting of special assistant selected after March 1987 i.e. in the year 1990 and onwards. I think that there is a force in this reasoning. On the basis of doctrine of public expectation the claimant could not be posted for the post of special assistant since 1993 claiming his posting with retrospective effect. Accordingly it is held that there is no force in this contention of the claimant and is rejected.

20. Accordingly reference is answered against the Union holding that the claimant is not entitled to any relief.

RAM PARKASH, Presiding Officer

Dated: 31.10.11

नई दिल्ली, 13 फरवरी, 2012

का.आ० 974.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण

भृपनेश्वर के पंचाट (संदर्भ संख्या 42/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 13-02-2012 को प्राप्त हुआ था। जो केन्द्रीय सरकार को 13-02-2012 को प्राप्त हुआ था।

[सं. एल-12012/31/2008-आई.आर. (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 13th February, 2012

**S.O. 974.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the Award Ref. 42/2008 of the *Cent. Govt. Indus. Tribunal-cum-Labour Court, Bhubaneswar* as shown in the Annexure in the Industrial Dispute between the management of *State Bank of India*, and their workman, received by the Central Government on 13/02/2012.

Ramesh Singh, Desk Officer

[No. L-12012/31/2008-IR(B-I)]

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

#### PRESENT:

Shri J. Srivastava, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

#### INDUSTRIAL DISPUTE CASE NO. 42/2008

Date of Passing Award—24th January, 2012

#### BETWEEN:

The Assistant General Manager,  
State Bank of India, Bhubaneswar  
Main Branch, Bhubaneswar,  
Dist. Khurda (Orissa), Bhubaneswar. (Orissa)  
.... 1st Party-Management.  
(And)

Their workman Sri Pravakar Mallick,  
Qrs. No. VR-5/1, Kharvela Nagar, Unit-III,  
Bhubaneswar Orissa  
.... 2nd Party-Workman.

#### APPEARANCES:

Shri Alok Das : For the 1st Party-  
Authorized Representative Management.  
None. : For the 2nd Party-  
Workman.

#### AWARD

An industrial dispute existing between the employers in relation to the management of State Bank of India and their workman has been referred to this Tribunal/Court by the Government of India in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 *vide* their letter No. L-12012/31/2008-IR (B-I), dated 02.06.2008 to the following effect.

Whether the action of the management of State Bank of India, in relation to their Main Branch, Bhubaneswar in terminating the services of Sri Pravakar Mallick, w.e.f. 30.9.2004, in fair, legal and justified? To what relief is the workman concerned entitled?

2. The 2nd Party-Workman has filed his statement of claim alleging that he had joined his services as a Messenger on temporary/casual/daily wage basis on 18.06.1988 after succeeding in interview. He was assured to get permanent appointment order after one year or on completion of 240 days' work in a calendar year, but despite completion of several years of continuous satisfactory service and putting in more than 240 days' work in each year he was terminated and refused employment from 30.9.2004 by the 1st Party-Management without any written communication or payment of compensation. The 1st Party-Management in refusing employment to him violated all principles of natural justice and mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. He was also not given regular appointment while in service. He therefore brought the matter in to the notice of the C.G.M. and C.D.O. of the State Bank of India, L.H.O., Bhubaneswar. But on hearing nothing, he raised an industrial dispute before the Regional Labour Commissioner (Central) *vide* his letter dated 28.2.2005. Conciliation proceedings were started, but they failed and thereupon a failure report was submitted to the Government and the Government made the present reference. He is thus entitled to get full back wages and reinstatement with continuity of service with effect from 30.9.2004.

3. The 1st Party-Management in its reply through written statement has started that the present dispute is misleading and misconceived in as much as the 2nd Party-workman had already raised a similar dispute along with 124 other workers through the State Bank of India Temporary 4th Grade Employees Union before the Assistant Labour Commissioner (Central), Bhubaneswar challenging their alleged termination of service by the 1st Party-Management. In the said dispute the failure report was sent by the Asst. Labour Commissioner (Central), Bhubaneswar to the Ministry of Labour who in turn referred the matter to this Tribunal for adjudication and the same is pending before this Tribunal being I.D. Case No. 7/2007. The name of the 2nd Party-workman is appearing at Sl. No. 19 in Annexure-A to the said reference. This, raising a common dispute for same cause of action and again raising individual dispute for same relief is nothing but an abuse of the process of law and amounts to multiplicity of litigation. The Asst. Labour Commissioner (Central) while conciliating the individual disputes disregarded the direction of the Deputy Chief Labour Commissioner (Central) not to take any further action on the separate disputes raised by the same workers for the same cause of action. The allegation of the 2nd Party-workman that he was discontinued from service on 30.9.2004 and was

signing bogus vouchers is not correct. As per his own admission his services were discontinued from December, 1997 and he was receiving payment in his own name. He was engaged intermittently on temporary/daily wage basis due to exigencies of work. It is denied that he had joined the Bank on 18.6.1988 and was performing the duty, which is regular and perennial in nature. It is further denied that he was performing his duties with all sincerity and honesty and to the best of satisfaction of the Authority. The 2nd Party-workman has never completed several years of continuous service in the Bank nor he has completed 240 days of continuous service in any calendar year preceding the date of his alleged termination. In order to give an opportunity for permanent absorption to the ex-temporary employees/daily wagers in the Bank in view of the various settlements entered into between the All India State Bank of India Staff Federation and Management of the State Bank of India all eligible persons were called for interview. The 2nd Party-workman was also called for an interview along with all the other eligible persons in the year 1993 and was empanelled. But unfortunately the panel lapsed on 31.3.1997 and consequently he could not be absorbed in the Bank's service. the Union or the 2nd Party-workman has never challenged the implementation of the settlement which has now gained finality. It is further submitted that some of the wait-listed candidates, who could not be absorbed in the Bank's service due to expiry of the panel on 31st March, 1997 filed Writ Petitions before the Hon'ble High Court of Orissa. But the Hon'ble High Court of Orissa by a common order dated 15.5.1998 passed in O.J.C. No. 2787/1997 dismissed a batch of Writ Petitions and upheld the action of the Management of the Bank. This order of the Hon'ble High Court was also upheld by the Hon'ble Supreme Court of India in S.L.P. No. CC - 3082/1999. Hence the above matter has attained finality and cannot be re-agitated. Since the services of Shri Mallick were terminated in December, 1997 his claim has become stale by raising the dispute after lapse of a period of 8 years. It is a settled principle of law that delay destroys the right to remedy. Thus raising the present dispute after 8 years of alleged termination is liable to be rejected.

4. On the pleadings of the parties following issues were framed:—

### ISSUES

1. Whether the present reference of the individual workman during the pendency of the I.D. Case No. 7/2007 before this Tribunal on the same issue is legal and justified?
2. Whether the workman has worked for more than 240 days as enumerated under section 25-F of the Industrial Disputes Act?
3. Whether the action of the Management of State Bank of India in relation to their Main Branch, Bhubaneswar in terminating the services of Shri Pravakar Mallick, with effect from 30.9.2004, is legal and justified?

4. To what relief the workman is entitled?

5. The 2nd Party-workman despite giving sufficient opportunity did not produce any evidence either oral or documentary in support of his claim and willingly kept himself out of the proceedings at the stage of evidence by absenting himself or his Union representative.

6. The 1st Party-Management has adduced the oral evidence of Shri Abhay Kumar Das as M.W. -1 and filed documents marked as Ext.-A to Ext.- J in refutation of the claim of the 2nd Party-workman.

### FINDINGS

#### ISSUE NO. 1

7. A specific plea has been raised by the 1st Party-Management that a group of 125 employees including the 2nd Party-workman has already raised a similar dispute in I.D. Case No. 7/2007 before this Tribunal for the same relief which is pending for adjudication. The dispute as referred to in I.D. Case No. 7/2007 is given below for comparison with the dispute in the present case:

Whether the action of the Management of State Bank of India, Orissa Circle, Bhubaneswar in not considering the case of 125 workman whose details are in Annexure-A for re-employment as per Section 25(H) of Industrial Disputes Act, 1947 is legal and justified? If not, what relief the workmen is entitled to?"

8. The name of the 2nd party-workman appears at Sl. No. 19 in Annexure-A to the above reference. In both the cases the matter of disengagement or so called retrenchment is involved to the considered in one or the other way and the relief claimed is with regard to re-employment. But challenge has been made more specifically against the termination of service of the 2nd Party-workman in the present case while in I.D. Case No. 7/2007 prayer has been made with regard to consideration of the case of 125 workman for re-employment as per Section 25-H of the Industrial Disputes Act, 1947. In fact, in the latter case the workmen have submitted or virtually surrendered to their cessation of employment or alleged termination, whereas in the present case they have challenged their termination on fact and law. Virtually in the present case validity and legality of the alleged termination has to be tested at the alter of facts and legal propositions. Therefore it cannot be said that issues involved in both the cases are same. This case can proceed despite pendency of I.D. Case No. 7/2007 and the present reference by the individual workman pending for adjudication is maintainable being legal and justified. This issue is therefore decided in the affirmative and against the 1st Party-Management.

#### ISSUE NO. 2

9. The onus to prove that the 2nd party-workman has completed one year or 240 days of continuous service

during a period of 12 calendar months preceding the date of his alleged termination or disengagement from service lies on him, but the 2nd Party-workman has not adduced any evidence either oral or documentary in support of his contention. He has only alleged in his statement of claim that he was appointed on 18.6.1988 and worked till 30.9.2004 on temporary/casual/daily wage basis, but he has not filed any certificate or reliable document showing the break-up of year-wise service rendered by him under the 1st Party-Management during the above period. The 1st Party-Management, on the other hand, has alleged that the 2nd Party-workman was engaged intermittently on temporary/daily wage basis due to exigencies of work and he had never completed 240 days continuous service in a calendar year. M.W.1 Shri Abhay Kumar Das in his statement before the Court has stated that "the disputant was working intermittently for few days in our branch on daily wage basis in exigencies.....He had not completed 240 days of continuous and uninterrupted service preceding the alleged date of the termination." He has denied the allegation that the workman was discontinued with effect from 30.9.2004, but stated that "In-fact the workman left working in the branch in the year 1993". Thus he had not worked after 1993. The 2nd Party-workman has to disprove the evidence led by the 1st Party-Management, but he has not come before the Court to give evidence. A temporary or daily wage worker has not right to claim reinstatement and particularly when such an employee had not worked for 240 days continuously during a period of 12 calendar months preceding the date of his so-called termination to get benefit of Section 25-B of the Industrial Disputes Act, 1947. This issue is thus decided against the 2nd Party-workman for failing to prove that he had worked for 240 days continuously during a period of 12 calendar months preceding the date of his disengagement or alleged termination from service.

### ISSUE No.3

10. Since the 2nd Party-workman could not prove that he had rendered 240 days continuous service under the 1st Party-Management during a period of 12 calendar months preceding the date of his disengagement or alleged termination, he is not entitled for re-employment even in case of his alleged illegal and arbitrary termination. Moreover, he was a temporary/casual/daily wage employee. His services can be terminated at any time without assigning any cause by the 1st Party-Management. He has no legal right to be retained in service for the extended period, if he was appointed for a certain period or when no time is specified. The 2nd Party-workman has not filed any letter of appointment or proof of having rendered service under the 1st Party-Management for a specified period against a regular post. The 1st Party-Management has further alleged that in time of exigencies only the 2nd Party-workman was employed. It means that with the end of exigencies his job also came to an end. In view of the

matter the action of the management of State Bank of India in relation to their Main Branch, Bhubaneswar in terminating the services of Sri Pravakar Mallick with effect from the alleged date of his termination is fair, legal and justified. This issue is accordingly decided in the affirmative and against the 2nd Party-workman.

### ISSUE No.4

11. In view of the findings recorded above under Issue No. 2 and 3 the 2nd Party-workman is not entitled to any relief whatsoever claimed.

12. Reference is answered accordingly.

Jitendra Srivastava, Presiding Officer

नई दिल्ली, 13 फरवरी, 2012

का० 975.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण /श्रम च्यायालय नं०2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/51ऑफ/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-01-2012 को प्राप्त हुआ था।

[सं० एल-12011/111/2000-आई०आर० (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 13th February, 2012

S.O. 975.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. CGIT-2/51 OF 2005) of the Central Government Industrial Tribunal/Labour Court-2, MUMBAI now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ALLAHABAD BANK and their workman, which was received by the Central Government on 16/01/2012.

[No. L-12011/111/2000-IR(B-II)]

SHEESH RAM, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

#### PRESENT:

K.B. KATAKE, Presiding Officer

#### REFERENCE NO. CGIT-2/51 OF 2005 (Old Ref. CGIT-2/90 of 2000)

#### EMPLOYERS IN RELATION TO THE MANAGEMENT OF ALLAHABAD BANK

The Assistant General Manager  
Allahabad Bank  
99C, Rosewood Chambers  
Tulsiwadi, Tardeo  
Mumbai 400 034.

AND

THEIR WORKMEN.

(1) The General Secretary  
All India Allahabad Bank SC/ST Employees Welfare Council.  
C/o. Allahabad Bank  
Parel Branch, Dr. Ambedkar Marg  
Mumbai-400 012.

(2) The Vice President  
Allahabad Bank Karmachari Sena  
C/o. Allahabad Bank  
37, Mumbai Samachar Marg  
Fort, Mumbai 400 023.

(3) The General Secretary  
Allahabad Bank Employees Union  
37, Mumbai Samachar Marg  
Fort, Mumbai-400 023.

**APPEARANCES:**

FOR THE EMPLOYER : Ms. Geeta Raju :  
Advocate i/b M/s. Kini & Co.

FOR THE UNION Nos. 1 & 2 : Mr. J.H. Sawant, Advocate.

FOR THE UNION No. 3 : Mr. S.C. Hegde, Advocate.

Mumbai, dated the 14th October 2011.

**Ref. CGIT-2/51 of 2005**  
(Old No. Ref. CGIT-2/90/2000)

**AWARD**

The Government of India, Ministry of Labour & Employment by its Order No. L-12011/111/2000-IR (B-II), dated 15.09.2000 and corrigendum dated 11.02.2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

*"Whether the action of the management of Allahabad Bank in not effecting rotational transfer of Award Staff in Mumbai Region and allowing them to remain at one place for years together in violation of the transfer policy is justified? If not, then whether the employees who completed the tenure are liable for transfer to another places on administrative grounds in terms of the transfer policy?"*

2. After the reference was remanded back to this Tribunal by Hon'ble High Court, both the parties were

served with notice of the reference. The second party unions appeared through their legal representatives. Union no. 3 filed their written statement at Ex-46 and Union nos. 1 & 2 filed their rejoinder (Ex-47) to the Written statement. Thereafter matter was fixed for evidence of second party.

3. Meanwhile on the request of both parties, matter was kept in the lokadalat. Adv. for union no. 1 & 2 by their purshis Ex-53 prayed to dispose of this reference. Accordingly, *vide* Ex-54, matter was placed before this Tribunal for order. Hence the order:

**Ref. CGIT-2/51 of 2005**  
(Old No. Ref. CGIT-2/90/2000)

**ORDER**

The reference is disposed of *vide* Ex-53 & 54 in Lokadalat.

Date: 14.10.2011

K.B. Katake, Presiding Officer

**Ex-53**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

**Ref. No. CGIT-2/51 OF 2005**

Allahabad Bank : First Party

V/s.

Their workmen : Second Party

**Application for disposal of the Reference as withdrawn.**

**MAY IT PLEASE YOU HONOUR**

Allahabad Karmachari Sena and All India SCs/ST Association, the Second party No. 1 & 2 hereby pray that the above matter may please be disposed of as withdrawn.

Mumbai

Date: 14.10.2011

Sd/-  
(Jaiprakash Sawant)  
Adv. or Second Party No. 1 & 2.

**ORDER**

Ld. Adv. present he admitted the contents hence recorded & filed.

Sd/-  
(K.B. Katake)  
PO, CGIT-2, Mumbai.

**Ex. No. 54**

**PROCEEDINGS BEFORE THE LOKADALAT HELD  
ON 14TH OCTOBER 2011**

Panel Members:— (1) Adv. SHRI H.K. BHALERAO

(2) Adv. SHRI S.V.  
ALVA

(3) Adv. SHRI M.B.  
ANCHAN

Reference No. CGIT-2/51 of 2005

EMPLOYERS IN RELATION TO THE  
MANAGEMENT OF ALLAHABAD BANK  
AND  
THEIR WORKMEN

PRESENT:

Adv. Geeta Raju  
For the management : Adv. Shri J.H. Swant for  
Union 1 & 2  
For the workmen : Adv. Shri S.C. Hedge Union  
No. 3

Adv. Shri J.H. Sawant filed withdrawal Pursis and  
accordingly matter disposed off as withdrawn. Sent to  
tribunal for Award.

Sd./illegible

नई दिल्ली, 14 फरवरी, 2012

का०आ० 976.—औद्योगिक विवाद अधिनियम, 1947 (1947  
का 14), की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी बैंक ऑफ  
राजस्थान द्वि० प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के  
बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण  
कोटा के पंचाट (संदर्भ संख्या 1/2009) को प्रकाशित करती है, जो  
केन्द्रीय सरकार को 14-02-2012 को प्राप्त हुआ था।

[सं एल-12012/24/2009—आईआर (बी-1)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th February, 2012

S.O. 976.—In pursuance of Section 17 of the  
Industrial Disputes Act, 1947 (14 of 1947), the Central  
Government hereby publishes the Award *Ref. 1/2009 of  
the Industrial Tribunal, KOTA* as shown in the Annexure,  
in the industrial dispute between the management of *The  
Bank of Rajasthan Ltd.*, and their workmen, received by  
the Central Government on 14/02/2012.

[No. L-12012/24/2009-IR (B-I)]  
RAMESH SINGH, Desk Officer

अनुबंध

न्यायाधीश, कोटा/केन्द्रीय/कोटा/राज

श्रम मंत्रालय

पीठासीन अधिकारी—श्री प्रकाश चन्द्र पगारीया, आर.एच.जे.एस.  
निर्देश प्रकरण क्रमांक: औ.न्या./केन्द्रीय/-1/2009

दिनांक स्थापित: 26/11/09

प्रसंग: भारत सरकार, श्रम मंत्रालय नई दिल्ली के आदेश सं.  
एल-12012/24/2009(आईआर)(बी-1) दि. 26/10/09  
निर्देश/विवाद अन्तर्गत धारा 10(1)(घ)  
औद्योगिक विवाद अधिनियम, 1947

मध्य

अशोक कुमार गुप्ता पुत्र श्री हजारीलाल द्वारा संयुक्त महामंत्री,  
हिन्द मजदूर सभा, बंगाली कोलोनी, छावनी, कोटा/राज.।

प्रार्थी श्रमिक

एवं

वरिष्ठ सहायक उपाध्यक्ष, बैंक ऑफ राजस्थान, कोटा।  
अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से: कोई उपस्थित नहीं

अप्रार्थी नियोजक की ओर से: श्री सुरेश माथुर  
प्रतिनिधि

अधिनिर्णय दिनांक: 16/12/2011

अधिनिर्णय:

भारत सरकार, श्रम मंत्रालय नई दिल्ली के उक्त प्रासंगिक  
ओदश/अधिसूचना दि. 26/10/09 के जरिये निम्न निर्देश/विवाद,  
औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त “अधिनियम”  
से सम्बोधित किया जायेगा) की धारा 10(1)(घ) के अन्तर्गत इस  
न्यायाधिकरण दो अधिनिर्णयार्थ सम्प्रेषित किया गया है:-

“Whether the action of the management of the Bank  
of Rajasthan Ltd., Kota (Raj.) in terminating services  
of Shri Ashok Kumar Gupta S/o Shri Hazarilal w.e.f.  
22/2/2008, is legal and justified? If not, to what relief  
the workman concerned is entitled?”

2. निर्देश/विवाद न्यायाधिकरण में दि. 27/11/09 को दर्ज रजिस्टर  
किया गया। इसके पश्चात् दि. 2/6/010, 15/11/010, 7/4/011 और  
8/8/011 को पक्षकारों के प्रतिनिधिगणों की उपस्थिति लिखी जाती रही।  
अप्रार्थी की ओर से उनके प्रतिनिधि श्री सुरेश माथुर उपस्थित हैं एवं अब  
तक प्रार्थी की ओर से श्री एन्कॉ तिवारी को उपस्थित माना जाता रहा  
परन्तु आज उन्होंने जाहिर किया कि इस सामले में उन्होंने प्रार्थी की ओर  
से प्रतिनिधित्व-पत्र पेश नहीं किया है तथा प्रार्थी का यह व्यक्तिगत  
मामला था। इसके अलावा अन्य कोई प्रतिनिधि प्रार्थी की ओर से उपस्थित  
नहीं है एवं ना ही प्रार्थी उपस्थित है।

3. औद्योगिक विवाद नियमों के नियम 10-ख के अनुसार निर्देश  
दर्ज रजिस्टर होने पर पक्षकारों को नोटिस प्राप्त होने के 15 दिवस के  
अन्दर प्रार्थी को अपना क्लेम स्टेटमेंट पेश करना होता है। इस मामले में  
2 वर्ष की अवधि इस हेतु व्यतीत हो चुकी है एवं ना तो क्लेम स्टेटमेंट  
पेश हुआ है एवं ना ही प्रार्थी को ओर से कोई अधिकृत प्रतिनिधि उपस्थित  
आ रहे हैं एवं ना ही प्रार्थी उपस्थित आ रहा है। अतः अनिश्चितकाल तक

यह न्यायालय मामले को पक्षकारों के पेशी पर आने या उसकी ओर से क्लेम स्टेटमेन्ट पेश किये जाने के इन्तजार में लम्बित नहीं रख सकता है एवं सार रूप में इतना ही कहना पर्याप्त है कि प्रार्थी की ओर से कोई भी उपस्थित नहीं आने व ना ही क्लेम स्टेटमेन्ट पेश होने से प्रार्थी हस्तगत निर्देश में कोई अनुतोष प्राप्त करने का अधिकारी नहीं बनता है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश/अधिसूचना सं. एल-12012/24/2009 (आई आर) बी-1 (दि- 26/10/09 के जरिये सम्प्रेषित निर्देश के सम्बन्ध में प्रार्थी द्वारा किसी के उपस्थित नहीं आने व कोई क्लेम स्टेटमेन्ट पेश नहीं होने से वह किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी नहीं है, इसी अनुरूप उत्तरित किया जाता है।

प्रकाश चन्द्र पगारीया, न्यायाधीश

नई दिल्ली, 14 फरवरी, 2012

का.आ० 977.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14), की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतात्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 51/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 16-01-2012 को प्राप्त हुआ था।

[सं. एल-12011/76/2003-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 14th February, 2012

S.O. 971.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. 51/2003) of the Central Government Industrial Tribunal/Labour Court, **BANGALORE** now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **BANK OF MAHARASHTRA** and their workman, which was received by the Central Government on 16-01-2012.

[No. L-12011/76/2003-IR (B-II)]  
SHEESH RAM, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated: 28th May 2010

#### PRESENT:

Shri S.n. Navalgund, Presiding Officer

C.R. No. 51/2003

#### I PARTY

The Executive Committee

Member,

Bank of Maharashtra Employees  
Union, C/o Bank of Maharashtra,  
Vastrap Building Regal Talkies  
Road,  
Dharwad (Dt)-580001

#### II PARTY

The Regional Manager,

Bank of Maharashtra,  
Regional Office,  
15, Police Station Road,  
Basavangudi,  
Bangalore-560004

#### AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), has referred this dispute *vide* order No. L-12011/76/2003-IR(B-II) dated 14.08.2003 for adjudication on the following Schedule:

#### SCHEDULE

"Whether the management of Bank of Maharashtra in not maintaining two separate seniority lists for Karnataka and Goa Region for part time Sweepers subsequent to reorganization of the zones of the Bank and not absorbing the senior most part time staff appearing in the seniority list for Goa Region is justified? If not, to what relief the workmen are entitled to?"

2. After recording the evidence led by both the parties, when the matter was at the stage of arguments, the first party advocate filed a Memo that the dispute between the first party and the Second Party being amicably settled out of the court, the first party union will not press the reference. In view of this memo, the learned advocate appearing for the Second Party management has also submitted that the matter being amicably settled between the first party union and second party may be closed.

3. In view of the amicable settlement between the first party union and the second party management in respect of the dispute on the schedule reference, the reference is liable to be rejected. Hence the following award:

#### AWARD

The reference is rejected. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 28th May 2010)

S.N. Navalgund, Presiding Officer

नई दिल्ली, 14 फरवरी, 2012

का.आ० 978.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14), की धारा 17 के अनुसरण में केन्द्रीय सरकार

सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, जोधपुर के पंचाट (संदर्भ संख्या 2/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 16-01-2012 को प्राप्त हुआ था।

[सं. एल-12012/113/2004-आई आर (बी-II)]  
शीश राम, अनुभाग अधिकारी

New Delhi, the 14th February, 2012

**S.O. 978.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. 2/2008) of the Industrial Tribunal/Labour Court, JODHPUR now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CENTRAL BANK OF INDIA and their workman, which was received by the Central Government on 16/1/2012.**

[No. L-12012/113/2004-IR(B-II)]  
SHEESH RAM, Section Officer

### अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, जोधपुर।

पीठसीन अधिकारी:— श्री एच०आर० नागौरी, आर०एच०जे०एस०  
औद्योगिक विवाद (केन्द्रीय) संख्या:— 2 सन् 2008

श्री इकबाल खान पुत्र श्री मोहम्मद याकुब निवासी हैण्ड पर्स के सामने, बकरा मण्डी, न्यू चांदपोल रोड, जोधपुर।

प्रार्थी

बनाम

दि जनरल मैनेजर  
सेन्ट्रल बैंक ऑफ इंडिया,  
रीजनल ऑफिस, एस०सी० रोड,  
आनन्द भवन, जयपुर।

अप्रार्थी

उपस्थिति:—

(1) प्रार्थी के प्रतिनिधि:— श्री विजय मेहता उपस्थित।  
(2) अप्रार्थी के प्रतिनिधि:— श्री अचलसिंह उपस्थित।

### अधिनिर्णय

दिनांक:— 6.1.2011

प्रार्थी ने अपने इस विवाद को समझौते के लिए केन्द्रीय सम्भागीय श्रम आयुक्त, अजमेर के समक्ष प्रस्तुत किया था। केन्द्रीय सम्भागीय श्रम आयुक्त, अजमेर के समक्ष समझौता वार्ता विफल हो गई, लेकिन भारत सरकार के श्रम मंत्रालय ने अपने आदेश दिनांक 3.9.2004 के द्वारा इस प्रकरण को न्याय निर्णय हेतु न्यायालय को रेफर करना उचित नहीं माना।

इसका कारण यह बताया गया था कि प्रार्थी ने दिनांक 16.11.1999 से 14.9.2002 की अवधि में केवल 75 दिन ही अप्रार्थी बैंक में कार्य किया और इस कारण यह विवाद औद्योगिक विवाद अधिनियम की धारा 25-एफ के अन्तर्गत पोषणीय नहीं पाया गया। इस आदेश के विरुद्ध प्रार्थी ने माननीय राजस्थान उच्च न्यायालय के समक्ष रिट याचिका प्रस्तुत की उसमें पारित आदेश की पालना में भारत सरकार के श्रम विभाग ने अपने आदेश दिनांक 2 अप्रैल, 2008 के द्वारा निम्न विवाद इस न्यायालय को रेफर किया है:—

"Whether the claim of Shri Iqbal Khan that he had been working as daily wager peon in the Central Bank of India w.e.f. 16.11.1999 continuously and his services was terminated by the management w.e.f. 14.9.2002 without following the provisions of Industrial Dispute Act, 1947 is legal and justified? If so, then what relief the concerned workman is entitled?"

2. प्रार्थी ने अपने मांग-पत्र में यह उल्लेख किया है कि अप्रार्थी बैंक ने प्रार्थी को दिनांक 16.11.1999 को मौखिक आदेश के द्वारा पियोन का काम करने के लिए नियुक्त किया। प्रार्थी वहाँ दिनांक 14.9.2012 तक निरन्तर कार्यरत रहा। अप्रार्थी बैंक के मैनेजर ने दिनांक 14.9.2002 को कार्य समाप्ति के पश्चात् अपने मौखिक आदेश के द्वारा प्रार्थी को सेवा से पृथक कर दिया। प्रार्थी ने अपने मांग-पत्र में यह उल्लेख किया है कि अप्रार्थी नियोजक ने प्रार्थी के नाम बदल-बदल कर प्रार्थी से उक्त अवधि में कार्य कराया जब कि उक्त नामों के आदमी अस्तित्व में ही नहीं हैं।

3. प्रार्थी ने अपने मांग-पत्र में आगे यह उल्लेख किया है कि अप्रार्थी नियोजक ने प्रार्थी से कई बार लिपिक का भी कार्य लिया था। प्रार्थी को पहले 50/-रुपये उसके बाद 55/- रुपये तथा बाद में 60/- रुपये प्रतिदिन के हिसाब से वेतन का भुगतान किया जाता था। प्रार्थी को वाउचरों पर हस्ताक्षर करवाकर भुगतान किया जाता था। प्रार्थी ने यह उल्लेख किया है कि जब-जब उसे भुगतान किया गया तब-तब की तारीखें उसने नोट कर ली हैं। प्रार्थी ने यह उल्लेख किया है कि इस प्रकार प्रार्थी को 148 बार भुगतान किया गया। इसका विवरण संलग्न परिशिष्ट संख्या -1 में अंकित होना बताया है। प्रार्थी ने यह उल्लेख किया है कि यदि अप्रार्थी इस परिशिष्ट में उल्लेख किये गये तथ्य अस्वीकार करेगा तो प्रार्थी इस परिशिष्ट में अंकित वाऊचर अप्रार्थी से तलब करवायेगा।

4. प्रार्थी ने अपने मांग-पत्र में यह उल्लेख किया है कि जब-जब प्रार्थी से अप्रार्थी ने लिपिक का काम करवाया वह तारीखें भी प्रार्थी ने नोट कर उसकी तालिका बनाई है। प्रार्थी ने कुल 171 दिन लिपिक का कार्य किया था। इसका विवरण संलग्न परिशिष्ट संख्या -2 में अंकित है। प्रार्थी ने यह उल्लेख किया है कि ब्यू०सी०सी० रजिस्टर, डिस्ट्रेचर रजिस्टर तथा बी०पी० रजिस्टर प्रार्थी के हाथ के हैं और उनका विवरण संलग्न परिशिष्ट संख्या -3 में अंकित है। प्रार्थी ने यह उल्लेख किया है कि यदि अप्रार्थी इन तथ्यों से इंकार करेगा तो वह उसके द्वारा किये गये लिपिक कार्य के दस्तावेज अप्रार्थी से तलब करवायेगा। प्रार्थी ने यह उल्लेख किया है कि उसने उक्त कार्य अवधि में प्रत्येक कलेण्डर वर्ष में 240

दिनों से अधिक दिनों तक अप्रार्थी के अधीन कार्य किया है। प्रार्थी को सेवापृथकता के पूर्व न तो एक माह का नोटिस दिया गया और न ही छंटनी का मुआवजा दिया गया। प्रार्थी को सेवापृथकता के पूर्व वरीयता सूची भी प्रकाशित नहीं की गई। प्रार्थी कनिष्ठतम श्रमिक नहीं था। प्रार्थी से कनिष्ठ श्रमिकों को नियोजित रखा गया। प्रार्थी ने यह उल्लेख किया है कि उसकी सेवापृथकता के पश्चात् अप्रार्थी ने नई नियुक्तियां दी, लेकिन प्रार्थी को ऑफर नहीं दी गई इस प्रकार प्रार्थी ने यह उल्लेख किया है कि उसकी सेवापृथकता औद्योगिक विवाद अधिनियम की धारा 25-एफ, 25-जी तथा 25-एच एवं नियम 77 तथा 78 के प्रतिकूल हैं।

5. प्रार्थी ने यह भी उल्लेख किया है कि द्विपक्षीय समझौते के अनुसार अप्रार्थी को प्रार्थी की सेवाएं नियमित की जानी चाहिये थी, लेकिन प्रार्थी की सेवा समाप्त कर दी गई ताकि प्रार्थी को औद्योगिक विवाद अधिनियम तथा द्विपक्षीय समझौते के अंतर्गत मिलने वाले लाभों से वंचित किया जा सके।

अप्रार्थी का यह कृत्य अनफेयर लेबर प्रेक्टिस है।

6. प्रार्थी ने यह उल्लेख किया है कि उसकी सेवापृथकता के पश्चात् प्रार्थी अप्रार्थी से निरन्तर मिलता रहा और उन्हें अपने को सेवा में पुनर्स्थापित करने का निवेदन करता रहा। प्रार्थी ने सेवापृथकता के तुरंत बाद दिनांक 25.9.2002 को एक पंजीकृत एंडो० से आवेदन भेजा तथा सेवा में पुनर्स्थापित करने का निवेदन किया। इसका कोई उत्तर नहीं दिया गया। प्रार्थी ने दिनांक 17.10.2002, 9.12.2002, 19.1.2003, 22.1.2003, 1.3.2003 तथा 23.4.2004 को स्मरण-पत्र भेजकर सेवा में पुनर्स्थापित करने का निवेदन किया। इनका भी अप्रार्थी ने कोई उत्तर नहीं दिया। प्रार्थी बार-बार जोधपुर में अप्रार्थी के मैनेजर से मिला। मैनेजर ने प्रार्थी को आश्वासन दिया कि रिजनल कार्यालय से आदेश प्राप्त कर उसे सेवा में पुनर्स्थापित कर दिया जायेगा। प्रार्थी अप्रार्थी पर विश्वास करता रहा, लेकिन विवाद करने के दो दिन पूर्व ही अप्रार्थी के मैनेजर ने जाहिर किया कि अब प्रार्थी को सेवा में पुनर्स्थापित करना सम्भव नहीं होगा। इस पर उसने दिनांक 13.5.2003 को विवाद प्रस्तुत किया। प्रार्थी ने उक्त विवाद में प्रार्थना-पत्र प्रस्तुत कर अप्रार्थी से दस्तावेज तब्दि करवाने की प्रार्थना की, लेकिन अप्रार्थी ने कोई दस्तावेज प्रस्तुत नहीं किये। उक्त आधारों पर प्रार्थी ने यह प्रार्थना की है कि उसकी सेवापृथकता को निरस्त किया जावे तथा उसे सेवा की निरन्तरता में सभी परिलाभों सहित सेवा में पुनर्स्थापित करने का आदेश दिया जावे। देय वेतन की राशि पर उसे 18 प्रतिशत वार्षिक की दर से ब्याज दिलाया जावे।

7. अप्रार्थी बैंक ने अपने प्रतिउत्तर से इस तथ्य को गलत बताया है कि प्रार्थी को दिनांक 16.11.1999 को अप्रार्थी बैंक ने नियुक्त किया। यह तथ्य भी गलत बताया है कि प्रार्थी ने अप्रार्थी बैंक ने निरन्तर दिनांक 14.9.2002 तक कार्य किया। यह तथ्य भी गलत बताया है कि प्रार्थी से नाम बदल-बदल कर काम लिया गया। अप्रार्थी ने यह उल्लेख किया है कि जब प्रार्थी को नियुक्त ही नहीं किया गया तो उसकी मौखिक आदेश से सेवा समाप्त करने का कोई प्रश्न ही नहीं पैदा होता। अप्रार्थी बैंक ने यह उल्लेख किया है कि अप्रार्थी बैंक की दैनिक आवश्यकताओं हेतु जरूरत पड़ने पर प्रार्थी से किसी दिन मजदूरी पर छुटपूट काम

करवाया जाता था। जिस दिन प्रार्थी से कार्य करवाया जाता था उस दिन उसे मजदूरी दे दी जाती थी। अप्रार्थी ने यह उल्लेख किया है कि इस प्रकार प्रार्थी कर्मचारी की परिभाषा में नहीं आता है। उसने कोई निरन्तर कार्य नहीं किया। प्रार्थी ने छूटपूट मजदूरी का कार्य किया है। प्रार्थी ने सन् 2002 तक 75 दिन कार्य किया। यह कार्य भी बीच में काफी गेप से किया गया है। प्रार्थी ने निरन्तर कार्य कभी भी नहीं किया है। अप्रार्थी ने यह उल्लेख किया है कि यदि प्रार्थी का नाम बदल बदल कर कार्य करवाया गया तो प्रार्थी ने अपने नाम से कार्य नहीं होने पर उसी समय क्यों एतराज नहीं किया। प्रार्थी ने दैनिक वेतन पर कार्य किया था। अप्रार्थी ने मांग-पत्र में उल्लेख किये गये अन्य तथ्यों को भी गलत बताया है। यह तथ्य भी गलत बताया है कि प्रार्थी को 148 बार भुगतान किया गया। यह तथ्य भी गलत बताया है कि प्रार्थी ने 171 दिन लिपिक का कार्य किया। प्रार्थी ने तीनों परिशिष्ट गलत बनाकर पेश किये हैं। प्रार्थी ने कोई कार्य ही नहीं किया तो प्रार्थी के संबंध में कोई दस्तावेज होने का प्रश्न पैदा नहीं होता है। प्रार्थी कर्मकार की परिभाषा में नहीं आता है। अप्रार्थी नियोजक ने यह उल्लेख किया है कि प्रार्थी श्रमिक ही नहीं था तो उसके कनिष्ठतम होने का कोई प्रश्न ही पैदा नहीं होता है। प्रार्थी अप्रार्थी बैंक के यहां श्रमिक ही नहीं था तो नियुक्तियां आदि की ऑफर देने की कोई आवश्यकता नहीं थी। यह तथ्य गलत बताया है कि प्रार्थी की सेवापृथकता औद्योगिक विवाद अधिनियम की धारा 25-एफ, 25-जी, 25-एच एवं नियम 77 तथा 78 के प्रतिकूल हैं।

8. अप्रार्थी बैंक ने अपने प्रतिउत्तर में मांग-पत्र में उल्लेख किये गये अन्य तथ्यों को भी गलत बताया तथा यह उल्लेख किया है कि अप्रार्थी बैंक ने पियोन/लिपिक भर्ती करने की एक सुस्थापित प्रक्रिया है। उक्त आधारों पर अप्रार्थी बैंक ने प्रार्थी के मांग-पत्र को निरस्त करने की प्रार्थना की।

9. प्रार्थी ने अपने मांग-पत्र में उल्लेख किये गये तथ्यों की पुष्टि में स्वयं का शपथ-पत्र प्रस्तुत किया। प्रार्थी पी०डल्यू०-१ श्री इकबाल खान से प्रतिपरीक्षा की गई। प्रार्थी ने प्रलेखीय साक्ष्य में परिशिष्ट-१ प्रदर्श-२, परिशिष्ट-२ प्रदर्श-२, परिशिष्ट-३ प्रदर्श-३, आवेदन प्रदर्श-४, आवेदन प्रदर्श-५, कुरीयर सर्विस की रसीद प्रदर्श-६, प्रार्थना-पत्र प्रदर्श-७ लागायत प्रदर्श-१४, पत्र प्रदर्श-१५, डाक की रसीदें प्रदर्श-१६ लागायत प्रदर्श-४३, वाऊचर की सूची प्रदर्श-४४ प्रार्थी द्वारा लिखित इन्ड्राज प्रदर्श-४५ तथा एक प्रार्थना-पत्र प्रदर्श-४६ को पेश कर प्रदर्श करवाये गये। अप्रार्थी बैंक की ओर से गवाह श्री अचलसिंह चौहान का शपथ-पत्र प्रस्तुत किया गया। डी०डल्यू०-१ श्री अचलसिंह चौहान से प्रतिपरीक्षा की गई।

10. बहस उभय-पक्ष की सुनी गई। पत्रावली का अवलोकन किया गया। पत्रावली पर उपलब्ध साक्ष्य तथा विधि के परिप्रेक्ष्य में हमारा निष्कर्ष निम्नप्रकार है।

11. प्रार्थी के अनुसार उसने अप्रार्थी बैंक में दिनांक 16.11.1999 से 14.9.2002 तक निरन्तर कार्य किया है। इसके विपरीत अप्रार्थी बैंक का यह मानना है कि प्रार्थी ने इस अवधि में केवल आवश्यकता पड़ने पर कभी कभी कार्य किया है तथा इस अवधि में प्रार्थी ने केवल कुल 75 दिन ही कार्य किया है। अप्रार्थी के साक्षी

डी.डब्ल्यू-1 श्री अचलसिंह चौहान ने अपनी प्रतिपरिक्षा में यह उल्लेख किया है कि प्रार्थी द्वारा अप्रार्थी बैंक ने 75 दिन काम करने का तथ्य उसने अपने शपथ पत्र में पत्राचार के आधार पर लिखा है तथा प्रार्थी के संबंध में अन्य दस्तावेज अप्रार्थी बैंक में नष्ट किये जा चुके हैं। अप्रार्थी बैंक की ओर से उस पत्राचार को भी साक्ष्य में पेश नहीं किया गया है। इस प्रकार अप्रार्थी बैंक के पास ऐसी कोई साक्ष्य नहीं है जिसके आधार पर यह माना जा सके कि प्रार्थी ने अप्रार्थी बैंक में केवल 75 दिन ही कार्य किया।

12. प्रार्थी ने अपने मांग-पत्र तथा अपनी साक्ष्य में तीन सूचियां प्रदर्श-1, प्रदर्श-2 तथा प्रदर्श-3 प्रस्तुत की हैं। प्रदर्श-1 में उन तिथियों का उल्लेख है, जिस दिन प्रार्थी को वाऊचर के द्वारा भुगतान किया गया था। यह कुल 148 तिथियां हैं। इस प्रकार प्रार्थी को कुल 148 बार भुगतान किया गया। प्रार्थी ने अपनी प्रतिपरिक्षा में यह स्पष्ट किया है कि उसे सप्ताह में एक बार भुगतान किया जाता था। विद्वान प्रतिनिधि अप्रार्थी का यह तर्क रहा है कि यदि इस परिशिष्ट को सही भी मान लिया जाए तो भी इससे यही तथ्य प्रमाणित होता है कि प्रार्थी ने अप्रार्थी बैंक में केवल 148 दिन कार्य किया है। यदि परिशिष्ट-1 प्रदर्श-1 का सावधानीपूर्वक अवलोकन किया जाए तो यह तथ्य स्पष्ट होता है कि प्रत्येक भुगतान में 6-7 दिन का अन्तर है। इस तथ्य से प्रार्थी को प्रतिपरिक्षा में आये इस तथ्य की पृष्ठि होती है कि उसे सप्ताह में एक बार भुगतान किया जाता था।

13. प्रार्थी ने तीन परिशिष्ट परिशिष्ट-1 प्रदर्श-1, परिशिष्ट-2 प्रदर्श-2 तथा परिशिष्ट-3 प्रदर्श-3 साक्ष्य में पेश किये हैं। प्रदर्श-1 भुगतान के वाऊचर की तारीखें हैं, प्रदर्श-2 प्रार्थी द्वारा लिपिक के काम करने की तारीखें हैं तथा प्रदर्श-3 वे रजिस्टर हैं जिनमें प्रार्थी ने काम किया था। प्रार्थी ने उक्त दस्तावेजों को तलब करने के लिए दिनांक 28.1.2009 को एक प्रार्थना-पत्र प्रस्तुत किया था। दिनांक 15.6.2009 को अप्रार्थी ने उसका प्रतितंत्र प्रस्तुत किया, उसमें अप्रार्थी ने यह उल्लेख किया है कि अप्रार्थी द्वारा पांच वर्ष पुराने दस्तावेज नष्ट किये जा चुके हैं। यह भी उल्लेख किया है कि यदि प्रार्थी समुचित तथ्य देता तो वह उन दस्तावेजों को ढूँढ़ने का प्रयास करते। प्रार्थी ने दिनांक 11.8.2009 तथा दिनांक 12.8.2010 को भी यह दस्तावेज तलब करवाने के लिए प्रार्थना की। अप्रार्थी ने इनका प्रतितंत्र दिनांक 27.08.2010 को प्रस्तुत किया। दिनांक 6.10.2010 को अप्रार्थी ने प्रार्थना-पत्र प्रस्तुत कर यह उल्लेख किया है कि दस्तावेजों को नष्ट करने के संबंध में रखी गई फाईल जांच करने पर भी उपलब्ध नहीं हुई। यह भी उल्लेख किया है कि क्यु.सी.सी. रजिस्टर, वी.पी. रजिस्टर तथा डिस्पेचर रजिस्टर भी जांच के बाद उपलब्ध 1 नहीं हुए। अप्रार्थी ने एक परिपत्र प्रस्तुत किया। दिनांक 24.9.2010 की आदेशिका के द्वारा अप्रार्थी को उक्त दस्तावेज प्रस्तुत करने का आदेश दिया गया, लेकिन अप्रार्थी के द्वारा ऐसे कोई दस्तावेज प्रस्तुत नहीं किये गये।

14. उक्त विवेचन के पश्चात् हमें एक निश्चित निष्कर्ष पर पहुंचना है। अप्रार्थी ने रिकोर्ड नष्ट करने के संबंध में परिपत्र प्रस्तुत किया है, इसमें ऐसा कोई तथ्य नहीं आया है जिसके आधार पर यह माना जा सके कि पांच वर्ष की अवधि में जिन वाऊचर्स से भुगतान किया जाता है, उन वाऊचर्स को नष्ट किया जा सकता है। क्यु.सी.सी. रजिस्टर, वी.पी. रजिस्टर तथा डिस्पेचर रजिस्टर को भी नष्ट करने का भी इसमें कोई

प्रावधान नहीं है। दिनांक 6.10.2010 को अप्रार्थी की ओर से प्रस्तुत प्रार्थना-पत्र से भी यह स्पष्ट है कि अप्रार्थी बैंक ने क्यु.सी.सी. रजिस्टर, वी.पी. रजिस्टर तथा डिस्पेचर रजिस्टर की बैंक में जांच की, लेकिन बावजूद जांच के उक्त रजिस्टर बैंक में उपलब्ध नहीं हुए। यदि मान भी लिया जाए कि ये दस्तावेज नष्ट कर दिये थे, तब भी ऐसे दस्तावेजों को नष्ट करने के संबंध में एक रजिस्टर अप्रार्थी बैंक में मेनटेन किया जाता है, लेकिन पर्याप्त अवसर दिये जाने के बावजूद अप्रार्थी बैंक इस रजिस्टर को साक्ष्य में पेश करने में भी सफल नहीं हुआ। हमारी यह राय है कि चाहे वाऊचरों से भुगतान किया गया गया हो, लेकिन उनका इन्डाज बैंक की लेखा-पुस्तकों में अवश्य होता है। अप्रार्थी बैंक उन लेखा-पुस्तकों को भी साक्ष्य में पेश कर सकता था, लेकिन अप्रार्थी बैंक ने इस प्रकरण में किसी निष्कर्ष पर पहुंचने के लिए कोई सहायता नहीं की है। अप्रार्थी के साक्षी डी.डब्ल्यू-1 श्री अचलसिंह चौहान ने जिन पत्राचार के आधार पर अपनी साक्ष्य दी है उन पत्राचार को भी अप्रार्थी बैंक ने साक्ष्य में पेश नहीं किया है। ऐसी स्थिति में पत्रावली पर इस निष्कर्ष पर पहुंचने के लिए कोई साक्ष्य नहीं है कि प्रार्थी ने अप्रार्थी बैंक में दिनांक 16.11.1999 से 14.9.2002 की अवधि में केवल 75 दिन ही कार्य किया।

15. अप्रार्थी बैंक ने लिखित बहस में एक तथ्य यह उल्लेख किया है कि यदि परिशिष्ट-1 प्रदर्श-1 में उल्लेख किये गये वाऊचर्स को सही मान लिया जाए तब भी प्रार्थी ने अप्रार्थी बैंक में केवल 148 दिन ही कार्य किया है। इस प्रकार स्वयं अप्रार्थी बैंक यह मानता है कि प्रार्थी ने अप्रार्थी बैंक में 75 दिन से ज्यादा कार्य किया है। प्रार्थी ने अपनी प्रतिपरिक्षा में स्पष्ट रूप से उल्लेख किया है कि उसे सप्ताह में एक बार भुगतान किया जाता था। इस तथ्य की पुष्टि प्रदर्श-1 से भी होती है। प्रार्थी ने प्रदर्श-1 में भुगतान के वाऊचर्स दिनांक 20.11.1999 से दिनांक 14.9.2002 तक की अवधि के उल्लेख किये हैं। अतः समस्त परिस्थितियों पर सावधानीपूर्वक विचार करने के पश्चात् हमारी यह राय है कि अप्रार्थी बैंक ने जानबूझकर दस्तावेजों को साक्ष्य में प्रस्तुत नहीं किया है। ऐसी स्थिति में अप्रार्थी बैंक के विरुद्ध विपरीत उपधारणा ली जानी अपेक्षित है। इस आधार पर हमारी यह राय है यदि अप्रार्थी बैंक इन दस्तावेजों को साक्ष्य में प्रस्तुत करता तो निश्चित रूप से यह निष्कर्ष निकलता कि प्रार्थी ने अप्रार्थी बैंक में दिनांक 16.11.1999 से 14.9.2002 तक निरन्तर कार्य किया है। हमारी राय में पत्रावली पर उपलब्ध साक्ष्य से यह तथ्य प्रमाणित होता है। समस्त परिस्थितियों पर सावधानीपूर्वक विचार करने के पश्चात् हमारी राय में प्रार्थी द्वारा अप्रार्थी बैंक में औद्योगिक विवाद अधिनियम की धारा 25-बी के प्रावधानों के अनुसार निरन्तर सेवा प्रमाणित होती है।

16. औद्योगिक विवाद अधिनियम की धारा 25-बी के प्रावधानों के अनुसार प्रार्थी की निरन्तर सेवा प्रमाणित हुई है और ऐसी स्थिति में प्रार्थी की सेवा समाप्ति के पूर्व अप्रार्थी बैंक को औद्योगिक विवाद अधिनियम की धारा 25-एफ के प्रावधानों की पालना करना आवश्यक था। अप्रार्थी बैंक ने इन प्रावधानों की पालना नहीं की है। अतः समस्त परिस्थितियों पर सावधानीपूर्वक विचार करने के पश्चात् हमारी राय में प्रार्थी की सेवा समाप्ति वैध तथा उचित प्रमाणित नहीं होती है।

17. अब हमें यह देखना है कि प्रार्थी क्या अनुतोष प्राप्त करने का अधिकारी है। प्रार्थी ने अप्रार्थी बैंक में दिनांक 16.11.1999 से

14.9.2002 तक ही सीमित अवधि के लिए कार्य किया है। प्रार्थी की नियुक्ति नियमानुसार नहीं है। प्रार्थी की नियुक्ति के बिल अप्रार्थी बैंक में आकस्मिक आवश्यक कार्यों के लिए हुई थी। प्रार्थी की नियुक्ति समुचित नियुक्ति प्रक्रिया के द्वारा नहीं की गई थी। ऐसी स्थिति में हमारी यह राय है कि प्रार्थी को सेवा में पुनर्स्थापित करने के स्थान पर समुचित क्षतिपूर्ति दिलाया जाना समीचान है। समस्त परिस्थितियों पर सावधानीपूर्वक विचार करने के पश्चात हमारी राय में प्रार्थी अप्रार्थी बैंक से 40,000/- (चालीस हजार रुपये) की क्षतिपूर्ति प्राप्त करने का अधिकारी है।

### आदेश

18. अतः यह अधिनिर्णित किया जाता है कि :—

(1) प्रार्थी श्री इकबाल खान को अप्रार्थी नियोजक दी रिजनल ऐनेजर सेन्ट्रल बैंक ऑफ इण्डिया, रिजनल ऑफिस एस.सी. रोड, आनन्द भवन, जयपुर द्वारा दिनांक 14.9.2002 को सेवा से पृथक किया जाना उचित तथा वैध नहीं है।

(2) प्रकरण की परिस्थितियों को देखते हुए प्रार्थी को सेवा में पुनर्स्थापित किया जाना उचित नहीं होने से प्रार्थी अप्रार्थी नियोजक से सेवा में पुनर्स्थापित किये जाने के स्थान पर क्षतिपूर्ति के रूप में 40,000/- (चालीस हजार रुपये) प्राप्त करने का अधिकारी घोषित किया जाता है।

19. इस अधिनिर्णय को प्रकाशनार्थ भारत सरकार के श्रम मंत्रालय, नई दिल्ली को प्रेषित किया जाये।

20. यह अधिनिर्णय मेरे द्वारा लिपिबद्ध करवाया जाकर आज दिनांक 06.01.2011 को खुले न्यायालय में हस्ताक्षर कर उद्घोषित किया गया।

एच.आर. नागौरी, न्यायाधीश

नई दिल्ली, 14 फरवरी, 2012

का०आ० 979.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतंत्र के संबंध में नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/200/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-01-2012 को प्राप्त हुआ था।

[सं० एल-12012/6/2000-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 14th February, 2012

S.O. 979.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/200/2000) of the Central Government Industrial Tribunal/Labour Court, NAGPUR now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BANK OF MAHARASHTRA and their workmen, which was received by the Central Government on 16/01/2012.

[No. L-12012/22/2000-IR(B-II)]  
SHEESH RAM, Section Officer

### ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/200/2000

Date: 22.11.2011

Party No. 1 : The Regional Manager, Bank of Maharashtra, Regional Office, Ghanshyam Bhawan, Opp. Police HQ, Mul Road, Chandrapur (M.S.) 442402.

*Versus*

Party No. 2 : Shri S.R. Raut, R/o. Malipura, At, Post & The- Nerparsopant, Distt. Yavatmal (M.S.)-445102.

### AWARD

(Dated: 22nd November, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Bank of Maharashtra and Shri Sanjay Ramchandra Raut, for adjudication, as per letter No. L-12012/22/2000-IR (B-II) dated 30-05-2000, with the following schedule:—

"Whether the action of the management namely Regional Manager, Bank of Maharashtra Region, Chandrapur, dismissing Shri Sanjay Ramchandra Raut, Ex-Clerk, Bank of Maharashtra, Digras, Distt. Yavatmal, is legal proper or justified? If not, what relief the workman is entitled and from which date? What other direction are necessary in the matter?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Sanjay Ramchandra Raut ("the workman" in short) filed his statement of claim and the management of the Bank of Maharashtra (here-in-after referred to as the "Party No. 1") filed its written statement.

The case of the workman as projected by him in the statement of claim is that he was appointed as a clerk in the Bank, in February, 1988 and was posted at Kalwadi Branch and then he was transferred to Pune and from Pune to Digras Branch and he was confirmed in the post of clerk and his performance was unblemished and he was charge sheeted by communication dated 13.08.1998 (wrongly mentioned as 13.08.99 in the statement of claim), on the allegations that he was involved in the case of bungling a cheque and the Bank initiated a departmental proceeding

against him and on the basis of perverse findings, dismissed him from services *w.e.f.* 21.09.1998 and the findings given by the enquiry officer were perverse and he was not given adequate opportunity to defend himself in the enquiry and the enquiry officer recorded the proceedings in the manner he wanted and taking advantage of his admission of guilt, arrived at an arbitrary finding that he was guilty of the charges and though he was given a second charge sheet dated 09.09.1998, the party no. 1 did not proceed with the said charge sheet and party no. 1 imposed the punishment of dismissal from services by order dated 21.09.1998 and he was not given any opportunity to have his say on the findings of the enquiry officer and the findings were not supplied to him and he was not heard before the imposition of the punishment and the enquiry was conducted in a casual manner and the Bank, under pressure, got the amount deposited, even before ascertaining as to whether actually a fraud was committed or not and his case is a case of victimization and his admission was extracted by inducement, though virtually he had not committed any misconduct as alleged in the charge sheet and the penalty imposed is not commensurate with the gravity of the misconduct and while imposing the punishment, his past record of eleven years was not taken into consideration and as such, the order impugned is unsustainable. Prayer has been made by the workman to reinstate him in service with back wages.

3. The party no. 1 in the written statement has pleaded *inter-alia* that under clause 19.5 (d) and (j) of Bipartite Settlement, charge sheet was issued against the workman by the Disciplinary Authority-cum-Regional Manager *vide* letter dated 13.08.1998, on the allegations of committing gross misconduct, *i.e.* causing damage to the property of the Bank and its customers and doing an act prejudicial to the interest of the Bank, involving or likely to involve the Bank in serious loss respectively and an enquiry was ordered and the workman accepted the charges leveled against him before the enquiry officer and the same was recorded in the proceedings dated 28.08.1998 and was duly authenticated by the workman and taking into consideration the voluntary acceptance of the charges, the enquiry officer submitted his findings *vide* letter dated 29.08.1998, holding both the charges to have been proved against the workman and the workman was advised to submit his say on the findings of the enquiry officer directly to the Disciplinary Authority and the workman was given a personal hearing on the proposed punishment on 17.09.1998 and taking into consideration the gravity of the misconduct, punishment of dismissal without notice with effect from 21.09.1998 was passed by the Disciplinary Authority.

The further case of the party no. 1 is that the bank issued charge sheet dated 13.08.1998 for the acts of withdrawing Rs. 20,000/- from A/c of P.D. Joshi without debiting the said A/c. and manipulating the figures in

supplementary register and passing of the cheque for Rs. 12,400/- in his own account without posting in ledger and manipulating the figures in supplementary register thereby causing loss to the Bank of the tune of Rs. 32,400/- and the findings to the enquiry officer are not perverse and the evidence adduced in the enquiry by the Bank and the workman was taken into consideration by the enquiry officer in giving his findings and the workman was afforded adequate opportunity to defend himself and the matter of issuing second charge sheet dated 09.09.1998 is totally irrelevant in the present context, as the punishment of dismissal without notice was already imposed on the basis of the charge sheet dated 13.08.1998 and the enquiry was not conducted in a casual manner and no pressure was exerted to effect recovery from the workman and the depositing of defrauded money by the workman was at his own wish and the allegation that the case is one of victimization is baseless and false and the punishment imposed is proportionate with the nature of misconduct and is just and proper and the workman is not entitled to any relief.

4. As the dismissal of the workman from services was after holding of a departmental enquiry, the validity of the enquiry was taken as a preliminary issue for consideration and as per order dated 03.07.2006, the departmental enquiry was held to be legal valid and fair and the case was fixed for consideration on the question of the perversity of the findings of the enquiry officer and the proportionate for the punishment.

5. It is necessary to mention here that after passing of the order on the validity of the departmental enquiry, the workman did not appear in the case, so award was passed against him on 15.02.2007. However, on 12.03.2008, the workman filed an application to set aside the ex-parte award along with another petition to condone the delay and after hearing the parties in the matter, as per order dated 22.11.2010, the award was set aside and the workman was allowed to contest the case.

6. During the course of argument, it was submitted by the learned advocate for the workman that the service records of the workman was meritorious and unblemished for the entire period from 1988 to 1998 and the allegations in the charge sheet are baseless, unfounded and without any complaint from any account holder or the party no. 1 and the party no. 1 induced the workman to accept the charges or else he would be facing criminal prosecution and also assured the workman that he would not be dismissed from service and would be let off with some minor punishment in case of deposit of the amount of loss and in view of such assurance, the workman deposited the amount of loss and also accepted the charges during the course of the departmental proceedings, but the workman was dismissed from services in gross violation of such oral assurance and the findings given by the enquiry officer

were vitiated and perverse and the punishment imposed against the workman is not commensurate with the gravity of the misconduct and the same is too harsh and the past unblemished records of the workman were not taken into consideration while imposing the punishment and as such, the order of punishment is unsustainable and as the workman made good the loss as alleged, the cause of misconduct did not exist and the order of dismissal is an example of victimization of the workman out the hand of party no. 1.

7. Per contra, it was submitted by the learned advocate for the party no. 1 that due to the misconduct committed by the workman, the Bank suffered a loss of Rs. 32,400/- and for that charge sheet under clause 19.5 (d) and (j) was submitted against the workman and during the course of the departmental enquiry, the workman accepted the charges voluntarily and there was never any inducement for the same and in view of the voluntary acceptance of the charges by the workman, the enquiry officer held both the charges to have been proved against him and the departmental enquiry has already been held to be fair, proper and in accordance with the principles of natural justice and the act of the workman caused shadow on his integrity, honesty, devotion and diligence in performing his duties and the imposition of the punishment is proportionate for such act of dishonesty and the principles of loss of confidence is attracted against the workman and the report of the enquiry officer was supplied to the workman and he submitted his comments on the same on 08.09.1998 and he was also heard before imposition of the punishment on 17.09.1998 and therefore, the workman is not entitled to any relief.

8. The workman has mentioned in the statement of claim that the findings of the enquiry officer were not supplied to him and he was not heard before the imposition of the punishment of dismissal. However, on perusal of the documents filed by the party no. 1, it is found that the copy of the enquiry report was supplied to the workman and the workman submitted his comments on the same on 08.09.1998 and he was also heard on 17.09.1998, before imposition of the punishment. The workman has also admitted such facts in his cross-examination. In the written notes of arguments submitted on behalf of the workman such facts have been admitted in paragraph nine at page 5. So, there is no force in the said contentions.

9. The next contention is that the workman was induced to admit the charges and as such, the findings of the enquiry officer basing on such admission are perverse. It is necessary to mention here that in the statement of claim and in his evidence also, the workman has only mentioned that the admission was extracted by inducement. Except such a casual statement, nothing has been mentioned as to who made the inducement and when such inducement was made and how it was made. Moreover, on

perusal of the documents of the departmental proceedings, it is found that the workman voluntarily admitted the charges during the course of the departmental proceeding. He also admitted each and every document produced by the management during the enquiry in support of the charges. Such admission was made by the workman in presence of his defence representative. The workman and his defence representative have authenticated the proceedings of the enquiry by signing the same. In the comments submitted by the workman on the findings of the enquiry officer he had mentioned about his agreeing with the findings of the enquiry officer. Nowhere, he had mentioned that he was induced to admit the charges. It is clear from the materials on record that the workman admitted the charges leveled against him voluntarily and the plea that he was induced to make the admission is an afterthought.

From the materials on record, it is also found that the findings of the enquiry officer are based on the admission of guilt by the workman and documents produced during the enquiry. Such findings are not based on any extraneous material. Hence, the findings of the enquiry cannot be said to be perverse.

10. So far the contention that as the workman had already deposited the amount and had made the loss of party no. 1 good, the cause of misconduct did not exist is concerned, it is well settled by the Hon'ble Apex Court that deposit of the amount of loss does not absolve the delinquent from committing the misconduct. Hence, it is found that the said contention has no force.

11. In this case, it is already found that the departmental enquiry was fair and proper. Commission of gross misconduct has been proved against the workman in a properly conducted departmental enquiry. Hence, even if the past record of the workman was not considered before the imposition of the punishment, it cannot be said that any illegality was committed, calling for interference in the matter. It is the discretion of the employer to consider the same in appropriate cases, but for the same, the Tribunal cannot substitute the penalty imposed by the employer.

12. So far the punishment imposed against the workman is concerned, it was urged that a lenient view should have been taken, but such submission has no force. The scope of judicial review is very limited. Sympathy or generosity as a factor is impermissible. Loss confidence is the primary factor. In the instant case, the workman was found guilty of committing gross misconducts and there is nothing wrong in the Bank losing confidence or faith in such an employee and awarding punishment of dismissal. In such case, there is no place for generosity or misplaced sympathy and interfering with the quantum of punishment awarded by the party no. 1. The workman held a position of trust, where honesty and integrity were in built requirements of functioning and the workman betrayed

such trust and as such, there is no scope to interfere with the punishment imposed against the workman. Hence, it is ordered:—

### ORDER

**The action of the management namely Regional Manager, Bank of Maharashtra Region, Chandrapur, dismissing Shri Sanjay Ramchandra Raut, Ex-Clerk, Bank of Maharashtra, Digras, Distt. Yavatmal, is legal, proper and justified. The workman is not entitled to any relief.**

J.P. CHAND, Presiding Officer  
नई दिल्ली, 14 फरवरी, 2012

**का०आ० 980.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार देना कॉरपोरेट सेंटर प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध 1 में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय नं० 2, मुम्बई के पंचाट (शिकायत नं० सीजीआईटी-2/5 ऑफ 2005 इन संदर्भ संख्या सी जी आईटी-2/6 ऑफ 2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 20-01-2012 को प्राप्त हुआ था।**

[सं० एल-12025/1/2010-आई आर (बी-II)]  
शीश राम, अनुभाग अधिकारी

New Delhi, the 14th February, 2012

**S.O. 980.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Complaint No. CGIT-2/5 of 2005 in Ref. No. CGIT-2/6 of 2005) of the Central Government Industrial Tribunal/Labour Court No.2, MUMBAI now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dena Corporate Centre and their workmen, which was received by the Central Government on 20/01/2012.**

[No. L-12025/1/2010-IR(B-II)]  
SHEESH RAM, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

#### PRESENT

K.B. KATAKE, Presiding Officer

COMPLAINT NO. CGIT-2/5 of 2005

IN

Ref. CGIT-2/6 of 2005

The President  
Dena Bank Employees Union (Maharashtra)  
17, Horniman Circle  
Fort  
Mumbai 400 001. : Complainant

V/s.

The General Manager  
Dena Corporate Centre  
C-10, G-Block  
Bandra Kurla Complex  
Bandra (East)  
Mumbai 400 051. : Opposite Party

### APPEARANCES:

FOR THE COMPLAINANT : Mr. M.B. Anchan,  
Advocate.

FOR THE OPPOSITE PARTY : Ms. Nandini Menon,  
Advocate

Mumbai, dated the 16th December, 2011.

### AWARD

1. The Dena Bank Employees Union has filed this complaint against Dena Corporate Centre under Section 33-A of Industrial Disputes Act for violation of Section 33 of I.D. Act.

2. According to the complainant, services of S/Shri Umesh Lanjekar and Pramod Satam were terminated when the conciliation proceedings were pending before Conciliation officer and also during the stay order of the Hon'ble High Court. The services of two other workmen S/ Shri Parmar and Lingam were terminated when the above dispute was pending before this Tribunal. It is further contended that the Bank has not taken approval of this Tribunal while terminating their services thereby contravened Section 33 of the Industrial Disputes act 1947. Therefore, complainant prays that the action of the Bank be declared illegal, invalid and not justified and also prays to direct Bank to reinstate the workmen with full back-wages and continuity of service.

3. Opposite party Bank resisted the complaint by filing its written statement. According to the opposite party there is no employer-employee relationship between the Bank and the concerned workmen and therefore alleged termination of service or change in conditions of service does not arise. They pray that the complaint be dismissed with exemplary costs. Thereafter the matter was fixed for evidence of the complainant.

3. Meanwhile on the request of complainant, matter was kept in the lokadalat. Advocate for the complainant by his purshis Ex-13 prayed to dispose of this reference as the workers have been reinstated in service and therefore they do not want to pursue the complaint. Accordingly, *vide* Ex-12, matter was placed before this Tribunal for orders. Hence the order:

### ORDER

The Complaint is dismissed for want of prosecution *vide* Ex-12 & 13 in Lokadalat.

Dated: 16.12.2011

K.B. KATAKE, Presiding Officer

**Ex-12****PROCEEDINGS BEFORE THE LOKADALAT HELD  
ON 16TH DECEMBER, 2011****Panel Members:—**

1. Mr. R.S. Pai, Adv.
2. Ms. Sejal Kulkarni, Adv.
3. Mr. J.H. Sawant, Adv.
4. Mr. G.M. Thomas, Adv.

**COMPLAINT NO. CGIT-2/5 of 2005**

Dena Bank Employees Union : Complainant

V/s.

Dena Bank : Opponent

**PRESENT:**

For the Complainant: Mr. M.B. Anchan, Adv.

For the Opponent: A.

Since the Advocate for the complainant has given an application for disposal of the complaint as the issues are settled by reinstating the workmen, the above complaint may be disposed of.

Mumbai:

Date: 16.12.2011

Sd/-  
(M.B. Anchan)  
Adv. for the Complainant

Sd/-  
(Adv. R.S. Pai)  
Seen

Sd/-  
(Adv. Sejal Kulkarni)  
Sd/-  
(Adv. G.M. Thomas)

Sd/-  
(K.B. Katake)  
PO, CGIT-2, Mumbai.

**EX-13****Central Government Industrial Tribunal No. 2, Mumbai  
Complaint No. CGIT-2/5 OF 2005**

Dena Bank Employees Union

V/s.

Dena Bank

**MAY IT PLEASE YOUR HONOUR**

In the above complaint, the Workers have been reinstated in service. As such the complainant does not want to contest above complaint.

It is, therefore, prayed that the above complaint may be disposed of.

Mumbai

Date: 16.12.2011

Sd/-  
(M.B. Anchan)  
Adv. for Complainant

Seen

Sd/-  
(K.B. Katake)  
PO, CGIT-2, Mumbai.

नई दिल्ली, 14 फरवरी, 2012

कांगड़ा 981.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण रेलवे प्रबंध तंत्र के सबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर के पंचाट (संदर्भ संख्या 03/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-02-2012 प्राप्त हुआ था। संख्या एल-41012/40/2008-आईआर (बी-1)

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th February, 2012

S.O. 981.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 03/2009 of the *Cent. Govt. Indust. Tribunal-cum-Labour Court, BANGALORE* as shown in the Annexure, in the industrial dispute between the management of *Southern Railway*, and their workmen, received by the Central Government on 14/02/2012

[No. L-41012/40/2008-IR(B-I)]  
RAMESH SINGH, Desk Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
BANGALORE**

Dated: 13th January 2012

**PRESENT**

Shri S.N. NAVAL GUND, Presiding Officer

C.R. NO. 03/2009

I PARTY	II PARTY
Shri N. Sundaresha Babu,	The Divisional Railway Manager,
S/o Late H. Nagappa, No. 228/B, M.G. Colony, Railway Quarters, Magadi Road, BANGAORE-560023	Divisional Office, General Branch, South Western Railway, BANGALORE-560023

**AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute *vide* order No. L-41012/40/2008-IR(B-1) dated 02.01.2009 for adjudication on the following Schedule:

**SCHEDULE**

"Whether the action of the management of South Western Railway, Bangalore, Karnataka in compulsorily retiring Shri N. Sundaresha Babu S/o Shri H. Nagappa, Ex. Junior Clerk, Mechanical Branch, Byappanahalli, Bangalore w.e.f. 3.08.1998, is legal and justified? To what relief is the workman concerned entitled?

2. After receipt of the reference when notices were issued to both the sides the claimant had forwarded his Claim Statement through post received in this tribunal on 10.02.2009. In the notice issued by this tribunal the date was given to both sides to appear on 16.04.2010 and on that day Shri S.M. Khamroz Khan, advocate filed his appearance for the second party whereas the first party appeared in person. On 24.05.10 the counter statement came to be filed for the second party substantiating the impugned action of compulsorily retiring the first party. On that day having regard to certain allegations made in the Claim Statement preliminary issue came to be raised touching the fairness of the D.E. Subsequent to 26.05.10 the first party never turned up and participated in the proceedings. After receiving the evidence for the second party on the preliminary issue through enquiry officer and after hearing the learned advocate appearing for the second party the issue touching the fairness of the enquiry was held in favour of second party. Thereafter though several opportunities were given to the first party to lead evidence on victimization and unemployment if any he did not avail such opportunity and thereafter though several opportunities were given to the first party he did not avail same to demonstrate the finding of the enquiry officer being perverse or punishment imposed being disproportionate. Today Shri Ramesh Upadhyaya, advocate for the counsel appearing for the second party submitted that in view of this tribunal answering the issue of DE as fair and proper and the first party failing to demonstrate the enquiry finding is perverse, the reference be rejected.

3. It is borne out from the records that the first party was served with charge-sheet dated 29.07.1997 for his unauthorized absence as under:—

#### CHARGESHEET

"Shri Sundaresh Babu. N while working as Jr. Clerk, SSE(O)/Ds.I/KJM has committed misconduct in that he has absent from duty from 30.01.96 to 31.03.1996, 09.05.96 to 10.05.06, 13.05.96 to 14.05.1996, 06.06.96 to 31.07.96, 12.09.96 to 16.09.96, 3.10.96 to 4.10.96, 8.10.96, 13.10.96 to 1.11.96, 16.11.96, 23.12.96, 24.01.97 to 27.01.97, 22.02.97 to 24.02.97, 10.04.97 to 11.04.97, 17.04.97 to 18.04.97, 29.05.97, 2.06.97 to 04.06.97, 07.06.97 to 8.06.97, 28.06.97, 01.07.97, 04.7.97 and 7.07.97 without permission or sanction of leave from competent authority or observing Railway Medical Rules.

Thus the said Shri Sundaresh Babu has failed to maintain devotion to duty and acted in a manner which is unbecoming of a Railway Servant and thereby contravened Rule 3(i) (ii) of Railway Services (Conduct) Rules, 1966."

*"Statement of imputation of misconduct/misbehaviour in Support of Article of Charges*

Shri Sundaresh Babu. N is working as Jr. Clerk Ds.I/KJM. As a Railway Servant he should always maintain punctuality in his attendance and should not be absent himself from duty on his own accord without prior permission or observing the Railway medical rules. But as seen from the muster, he as absented himself from duty

from 30.01.96 to 31.03.1996, 09.05.96 to 10.05.06, 13.05.96 to 14.05.1996, 06.06.96 to 31.07.96, 12.09.96, 14.09.96 to 16.09.96, 3.10.96 to 4.10.96, 8.10.96, 13.10.96 to 1.11.96, 16.11.96, 23.12.96, 24.01.97 to 27.01.97, 22.02.97 to 24.02.97, 10.04.97 to 11.04.97, 17.04.97 to 18.04.97, 29.05.97, 2.06.97 to 04.06.97, 07.06.97 to 8.06.97, 28.06.97, 01.07.97, 04.7.97 and 7.07.97 without proper authority.

Thus the Shri N. Sundaresh Babu has failed to maintain devotion to duty and acted in the manner which is unbecoming of a Railway Servant and thereby contravened Rule 3(i)(ii) of Railway Services (Conduct) Rules, 1966."

4. Though the charge-sheet was received and acknowledged by the first party on 2.08.1997 he did not give any reply and the Disciplinary Authority appointed Shri D. Maheshwaran as enquiry officer and directed to hold the DE. It is borne out from the records produced for the second party that the enquiry officer securing the presence of the first party by serving notice on 6.03.1998 proceeded with the enquiry and the first party when charges were read over accepted the same and chosen to defend himself without availing the services of any one as his DR. In spite of accepting the charges the enquiry officer after recording the statement of first party/CSE and also the time keeper who maintained the muster on being satisfied of alleged unauthorized absence submitted his enquiry finding. Since even in the claim statement the first party has not disputed the unauthorized absence covering the charge and also failed to substantiate by leading any evidence that his such absence was not wilful and that he was unable for genuine reason to attend the duty absolutely I find no reason to say the finding of the enquiry officer being perverse. When the fair and proper Domestic Enquiry has been conducted by the management it was for the first party to demonstrate that the finding of the enquiry officer was erroneous or that the punishment imposed is disproportionate. No such effort being made by the first party I find no reason to interfere with the finding of the enquiry officer and the decision of the Disciplinary Authority in imposing the punishment of Compulsory Retirement.

5. In the result I arrived at the conclusion of rejecting the reference and pass the following award:

#### AWARD

The reference is rejected holding that the action of the management of South Western Railway, Bangalore, Karnataka in compulsorily retiring Shri N. Sundaresh Babu S/o Shri H. Nagappa, Ex-Junior Clerk, Mechanical Branch, Byappanahalli, Bangalore w.e.f. 3.08.1998 is legal and justified and he is not entitle for any reliefs.

(Dictated to PA transcribed by her corrected and signed by me on 13.01.2012)

S.N. Navalgund, Presiding Officer

नई दिल्ली, 14 फरवरी, 2012

**का०आ० 982.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंध तंत्र संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 43/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-02-2012 प्राप्त हुआ था।

[सं० एल-12012/32/2008-आई आर (बी-१)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th February, 2012

**S.O. 982.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 432008 of the *Cent. Govt. Indus. Tribunal-cum-Labour Court, Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of *State Bank of India*, and their workmen, received by the Central Government on 14/02/2012.

[No. L-12012/32/2008-IR(B-1)]  
RAMESH SINGH, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

##### PRESENT:

Shri J. Srivastava, Presiding Officer,  
C.G.I.T.-cum-Labour Court, Bhubaneswar.

**Industrial Dispute Case No. 43/2008**  
Date of Passing Award-1st February, 2012

##### BETWEEN:

The Assistant General Manager,  
State Bank of India, Bhubaneswar  
Main Branch, Bhubaneswar,  
Dist. Khurda (Orissa).

... 1st Party-Management.

(And)

Their workman Sri Bhikari Pradhan,  
Qrs. No. VR-5/1, Kharvela Nagar, Unit-3,  
Bhubaneswar. (Orissa)

... 1st Party-Workman.

##### APPEARANCES:

Shri Alok Das, : For the 1st Party-  
Authorized Representative Management.  
None. : For the 2nd Party-  
Workman.

#### AWARD

An industrial dispute existing between the employers in relation to the management of State Bank of India and their workman has been referred to this Tribunal/Court by

the Government of India in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide their letter No. L-12012/32/2008-IR (B-1), dated 02.06.2008 to the following effect.

Whether the action of the management of State Bank of India, in relation to their Main Branch, Bhubaneswar in terminating the services of Sri Bhikari Pradhan w.e.f. 30.9.2004, is fair, legal and justified? To what relief is the workman concerned entitled?

2. The 2nd Party-Workman has filed his statement of claim alleging that he had joined his services as a Messenger on temporary/casual/daily wage basis on 01.12.1986 after succeeding in interview. He was assured to get permanent appointment order after one year or on completion of 240 days' work in a calendar year, but despite completion of several years of continuous satisfactory service and putting in more than 240 days' work in each year he was terminated and refused employment from 30.9.2004 by the 1st Party-Management without any written communication or payment of compensation. The 1st Party-Management in refusing employment to him violated all principles of natural justice and mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. He was also not given regular appointment while in service. He therefore brought the matter in to the notice of the C.G.M. and C.D.O. of the State Bank of India, L.H.O., Bhubaneswar. But on hearing nothing, he raised an industrial dispute before the Regional Labour Commissioner (Central) vide his letter dated 28.2.2005. Conciliation proceedings were started, but they failed and thereupon a failure report was submitted to the Government and the Government made the present reference. He is thus entitled to get full back wages and reinstatement with continuity of service with effect from 30.9.2004.

3. The 1st Party-Management in its reply through written statement has stated that the present dispute is misleading and misconceived in as much as the 2nd Party-workman had already raised a similar dispute along with 124 other workers through the State Bank of India Temporary 4th Grade Employees Union before the Assistant Labour Commissioner (Central), Bhubaneswar challenging their alleged termination of service by the 1st Party-Management. In the said dispute the failure report was sent by the Asst. Labour Commissioner (Central), Bhubaneswar to the Ministry of Labour who in turn referred the matter to this Tribunal for adjudication and the same is spending before this Tribunal being I.D. Case No. 7/2007. The name of the 2nd Party-workman is appearing at Sl. No. 5 in Annexure-A to the said reference. Thus, raising a common dispute for same cause of action and again raising individual dispute for same relief is nothing but an abuse of the process of law and amounts to multiplicity of litigation. The Asst. Labour Commissioner (Central) while conciliating the individual disputes disregarded the direction of the Deputy Chief Labour Commissioner (Central) not to take any further

action on the separate disputes raised by the same workers for the same cause of action. The allegation of the 2nd Party-workman that he was discontinued from service on 30.9.2004 and was signing bogus vouchers is not correct. As per his own admission his services were discontinued from December, 1997 and he was receiving payment in his own name. He was engaged intermittently on temporary/daily wage basis due to exigencies of work. It is denied that he had joined the Bank on 01.12.1986 and was performing the duty, which is regular and perennial in nature. It is further denied that he was performing his duties with all sincerity and honesty and to the best of satisfaction of the Authority. The 2nd Party-workman has never completed several years of continuous service in the Bank nor he has completed 240 days of continuous service in any calendar year preceding the date of his alleged termination. In order to give an opportunity for permanent absorption to the ex-temporary employees/daily wagers in the Bank in view of the various settlements entered into between the All India State Bank of India Staff Federation and Management of the State Bank of India all eligible persons were called for interview. The 2nd Party-workman was also called for an interview along with all other eligible persons in the year 1993. As he was not found successful in the said interview he could not be absorbed in the Bank's service. The Union or the 2nd Party-workman has never challenged the implementation of the settlement which has now gained finality. It is further submitted that some of the wait-listed candidates, who could not be absorbed in the Bank's service due to expiry of the panel on 31st March, 1997 filed Writ Petitions before the Hon'ble High Court of Orissa. But the Hon'ble High Court of Orissa by a common order dated 15.5.1998 passed in O.J.C. No. 2787/1997 dismissed a batch of Writ Petitions and upheld the action of the Management of the Bank. This order of the Hon'ble High Court was also upheld by the Hon'ble Supreme Court of India in S.L.P. No. CC-3082/1999. Hence the above matter has attained finality and cannot be re-agitated. Since the services of Sri Pradhan were terminated in December, 1997 his claim has become stale by raising the dispute after lapse of a period of 11 years. It is a settled principle of law that delay destroys the right to remedy. Thus raising the present dispute after 11 years of alleged termination is liable to be rejected.

4. On the pleadings of the parties following issues were framed:—

### ISSUES

1. Whether the present reference of the individual workman during the pendency of the I.D. Case No. 7/2007 before this Tribunal on the same issue is legal and justified?

2. Whether the workman as worked for more than 240 days as enumerated under section 25-F of the Industrial Disputes Act?

3. Whether the action of the Management of State Bank of India in relation to their Main Branch, Bhubaneswar in terminating the services of Shri Bhikari Pradhan, with effect from 30.9.2004, is fair, legal and justified?

4. To what relief is the workman concerned entitled?

5. The 2nd Party-workman despite giving sufficient opportunity did not produce any evidence either oral or documentary in support of his claim and willingly kept himself out of the proceedings at the stage of evidence by absenting himself or his Union representative.

6. The 1st party-Management has adduced the oral evidence of Shri Abhay Kumar Das as M.W.-1 and filed documents marked as Ext.-A to Ext.-J in refutation of the claim of the 2nd Party-workman.

### FINDINGS

#### ISSUE NO. 1

7. A specific plea has been raised by the 1st Party-Management that a group of 125 employees including the 2nd Party-workman had already raised a similar dispute in I.D. Case No. 7/2007 before this Tribunal for the same relief which is pending for adjudication. The dispute as referred to in I.D. Case No. 7/2007 is given below for comparison with the dispute in the present case —

Whether the action of the Management of State Bank of India, Orissa Circle, Bhubaneswar in not considering the case of 125 workmen whose details are in Annexure-A for re-employment as per Section 25(H) of Industrial Disputes Act, 1947 is legal and justified? If not, what relief the workmen are entitled to?

8. The name of the 2nd party-workman appears at SL. No. 5 in Annexure-A to the above reference. In both the cases the matter of disengagement or so called retrenchment is involved to be considered in one or the other way and the relief claimed is with regard to re-employment. But challenge has been made more specifically against the termination of service of the 2nd Party-workman in the present case while in I.D. Case No. 7/2007 prayer has been made with regard to consideration of the case of 125 workmen for re-employment as per Section 25-H of the Industrial Disputes Act, 1947. In fact, in the latter case the workmen have submitted or virtually surrendered to their cessation of employment or alleged termination, whereas in the present case they have challenged their termination on facts and law. Virtually in the present case validity and legality of the alleged termination has to be tested at the alter of facts and legal propositions. Therefore, it cannot be said the issues involved in both the cases are same. This case can proceed despite pendency of I.D. Case No. 7/2007 and the present reference by the individual workman pending for

adjudication is maintainable being legal and justified. This issue is therefore decided in the affirmative and against the 1st Party-Management.

#### ISSUE NO. 2

9. The onus to prove that the 2nd Party-workman has completed one year or 240 days of continuous service during a period of 12 calendar months preceding the date of his alleged termination or disengagement from service lies on him, but the 2nd Party-workman has not adduced any evidence either oral or documentary in support of his contention. He has only alleged in his statement of claim that he was appointed on 01.12.1986 and worked till 30.9.2004 on temporary/casual/daily wage basis, but he has not filed any certificate or reliable document showing the break-up of year-wise service rendered by him under the 1st Party-Management during the above period. The 1st party-Management, on the other hand, has alleged that the 2nd party-workman was engaged intermittently on temporary/daily wage basis due to exigencies of work and he had never completed 240 days continuous service in a calendar year. M.W.-1 Shri Abhay Kumar Das in his statement before the Court has stated that "the disputant was working intermittently for few days in our branch on daily wage basis in exigencies ..... He had not completed 240 days of continuous and uninterrupted service preceding the alleged date of the termination". He has denied the allegation that the workman was discontinued with effect from 30.9.2004, but stated that "In-fact the workman left working in the branch in the year 1997". Thus, he had not worked after 1997. The 2nd Party-workman has to disprove the evidence led by the 1st Party-Management, but he has not come before the Court to give evidence. A temporary or daily wage worker has no right to claim reinstatement and particularly when such an employee had not worked for 240 days continuously during a period of 12 calendar months preceding the date of his so-called termination he is not entitled to get benefit of Section 25-F of the Industrial Disputes Act, 1947. This issue is thus decided against the 2nd Party-workman for failing to prove that he had worked for 240 days continuously during a period of 12 calendar months preceding the date of his disengagement or alleged termination from service.

#### ISSUE NO. 3

10. Since the 2nd Party-workman could not prove that he had rendered 240 days continuous service under the 1st party-Management during a period of 12 calendar months preceding the date of his disengagement or alleged termination, he is not entitled for re-employment even in case of his alleged illegal and arbitrary termination. Moreover, he was a temporary/casual/daily wage employee. His services can be terminated at any time without assigning any cause by the 1st Party-Management. He has no legal right to be retained in service for the

extended period, if he was appointed for a certain period or when no time is specified. The 2nd Party-workman has not filed any letter of appointment or proof of having rendered service under the 1st Party-Management for a specified period against a regular post. The 1st Party-Management has further alleged that in time of exigencies only the 2nd Party-workman was employed. It means that with the end of exigencies his job also came to an end. In view of the matter the action of the management of State Bank of India in relation to their Main Branch, Bhubaneswar in terminating the services of Sri Bhikari Pradhan with effect from the alleged date of his termination is fair, legal and justified. This issue is accordingly decided in the affirmative and against the 2nd Party-workman.

#### ISSUE NO. 4

11. In view of the findings recorded above under Issue No. 2 and 3 the 2nd Party-workman is not entitled to any relief whatsoever claimed.

12. Reference is answered accordingly.

JITENDER SRIVASTAVA, Presiding Officer

नई दिल्ली, 14 फरवरी, 2012

का० आ० 983.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर के पंचाट (संदर्भ संख्या 63/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-02-2012 प्राप्त हुआ था।

[संख्या एल: 12012/161/2000-आई आर (बी-1)]  
रमेश, सिंह, डेस्क अधिकारी

New Delhi, the 14th February, 2012

S.O. 983.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 63/2001 of the *Cent. Govt. Indus. Tribunal-cum-Labour Court, BANGALORE* as shown in the Annexure, in the industrial dispute between the management of *State Bank of Mysore*, and their workmen, received by the Central Government on 14/02/2012

[No. L-12012/161/2000&IR(B-1)]  
RAMESH SINGH, Desk Officer

ANNEXURE  
BEFORE THE  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT,  
BANGALORE

Dated: 19th January, 2012

PRESENT:

Shri S.N. Navalgund, Presiding Officer

C.R. No. 63/2001

## I PARTY

Shri Muniswamy Rao,  
No. 340, Sultanpalya  
Main Road,  
Manoharayananpalya,  
Near Lakshmi  
Venkateshwara  
Floor Mills,  
R.T. Nagar P.O.,  
BANGALORE-32

## II PARTY

The Managing Director,  
State Bank of Mysore,  
Head Office, K.G Road,  
BANGALORE-09

## AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute *vide* No. L-12012/161/2000-IR(B-I) dated 27th August 2001 for adjudication on the following Schedule:

## SCHEDULE

"Whether the action of the management of State Bank of Mysore, Bangalore in not giving re-employment and not regularising the services of Shri V. Muniswamy Rao is justified? If not what relief he is entitled?"

2. This tribunal pursuant to the receipt of the reference securing the presence of both sides after completion of the pleading and adducing evidence passed award on 28.03.2006 directing the management/second party to absorb the first party in permanent cadre of sub-staff in their bank within 3 months from the date of publication of the award. When the management challenged the said award before the Hon'ble High Court of Karnataka in Writ Petition No. 11057/06 (L-RES), the Hon'ble High Court in that Writ Petition by order dated 28.09.2011 while observing that "**according to the respondent his claim for absorption is to be considered on the basis of the circular dated 03.09.1991 issued by the Petitioner Bank. On the other hand the petitioner bank contends that the respondent has not submitted any application either by himself or through his Union claiming benefit under the circular dated 03.09.1991.** This controversy between the parties is not adjudicated by the tribunal. On this short ground alone the impugned award is liable to be set aside. The Petitioner Bank contends that this court in W.P. No. 3407/1997 directed to consider the claim of respondent in accordance with the scheme if any that is in force. It is further contended that there is no any such scheme in force in the year 1997 to consider the claim of respondent. But there are

subsequent proceedings between the parties in WP No. 548/2001 and WA No. 4012/2001 wherein it is stated that the claim of respondent is to be considered on the basis of circular dated 03.09.1991. But unfortunately the respondent has not produced the order in WP No. 548/2001 and WA No. 4012/2001 before the tribunal. An opportunity is to be provided to the Respondent to produce these documents which throw light on the issue in controversy between the parties. For this reason also the matter requires to be remanded", set aside the said award dated 28.03.2006 and remitted back the matter for fresh disposal in accordance with law after affording opportunities to both the parties as expeditiously as possible and in any event not later than four months from the date of appearance of the parties and also directed the management/second party from the date of order till the disposal of the matter before the tribunal to pay 75 per cent of the Interim wages on the basis of last drawn wages.

3. When the matter was tried before this tribunal earlier on behalf of the second party/management while examining the Dy. Manager, Industrial Relations department who deposed to the facts on the basis of the records as MW1 and got marked Photostat copy of the certificate issued by the Manager, 9th Block, Jayanagar dated 13.09.1985 certifying the first party workman having worked during September 1984 to 1984 for 44 days and during January 1985 to July 1985 for 90 days said to have been produced by the first party in the High Court; True copy of its staff circular No. 9 dated 21.04.1991; True copy of staff circular No. 66 dated 03.09.1991; copy of form 'C' regarding details of bonus paid to first party; Copy of the letter received from the first party addressed to the General Manager (Personnel & Administration Department), State Bank of Mysore dated 18.06.1989 giving his bio-data with a request to give him opportunity to serve in the bank; Copy of the letter addressed to the first party by the Assistant General Manager of the Second party dated 25.01.1999 intimating that since he is not coming under the purview of protected category of employees under the Industrial Disputes Act it will not be possible to consider his application for appointment in the bank with reference to the order passed in the writ petition No. 3407/97 and the letter addressed by the Assistant General Manager of the second party dated 18.05.1999 as a reply to his letter dated 08.05.1999 to the effect that he has already been advised him under their office letter No. AGM/BZ/Estt dated 25.01.1999 and that since he has not completed 240 days of service in a block period of 12 months he cannot be absorbed in the permanent cadre as Ex. M1 to M7, whereas, the first party while filing his affidavit in lieu of his evidence and examining himself on oath as WW1 had got marked copy of an application purported to have been submitted by him to General Secretary of the Union on 5.03.1991 for his absorption pursuant to the publication made in Union Bulletin No. 18/91 dated 25.02.1991; certified

copy of the order passed by the Hon'ble High Court in WP No. 3407/97 dated 20.10.1998; copy of representation purported to have been given by him to the management as per the directions given by the Hon'ble High Court in Writ Petition No. 3407/97; registered postal acknowledgement regarding service of the said representation; letter obtained from the Chief Postmaster dated 24.11.1998 registered post being delivered on 3.11.1998; reply received to his representation from the Assistant General Manager intimating that since he is not coming under the purview of protected category under Industrial Disputes Act and it will not be possible to consider his application for appointment in the bank; copies of two more representation said to have been given by him to the Assistant General Manager dated 2.03.1999 and 8.05.1999 seeking appointment to the post of Peon; reply received by him from the Assistant General Manager dated 18.05.1999 wherein it is stated that they have already advised him in the matter under their letter No. AGM.1/BZ/Estt dated 25.01.1999 acknowledged by him and that he having not completed 240 days of service in a block period of 12 months it is not possible to absorb him in the permanent cadre as Ex. W1 to W7 respectively.

4. After the remand by the Hon'ble High Court as directed in the said order the first party while filing his additional affidavit got marked the Photostat copies of order passed in Writ Petition No. 548/01 and Writ Appeal No. 401/01 as Ex. W8 and W9 respectively and no additional evidence adduced for the second party. With the above pleadings, oral and documentary evidence I have heard the arguments once again addressed by the learned advocates appearing for both the sides.

5. On appreciation of the pleadings, oral and documentary evidence brought on record by both the sides and the observations made by the Hon'ble High Court in Writ Petition No. 11057/2006 in the light of the arguments addressed by the learned advocates appearing for both the sides I arrived at the conclusion of rejecting the reference holding that the action of the management of State Bank of Mysore in not regularising the services of Shri V. Muniswamy Rao is justified for the following reasons;

#### REASONS

6. There is no dispute as to the fact that the first party having served as a temporary sub-staff/Peon intermittently between September 1984 to July 1985 for a period of 137 days as evidenced from the certificate issued by the Manager, State Bank of Mysore, 9th Block, Jayanagar Branch, Bangalore produced at Ex. M1 as well as the second party issuing circulars inviting applications from the casual and temporary workmen who have completed 90 days work between 1.11.1984 to 31.12.1989 which are at Ex. M2 & M3. There is also no dispute that last date for submitting application for absorption being

30.09.1991. It is the contention of the second party failed to submit his application he could not be called for interview as such he is not entitle for absorption under the said circulars dated 21.04.1991 & 03.09.1991. As against this it is the assertion of the first party that pursuant to these circulars a Bulletin issued by the State Bank of Mysore Employees union inviting information from the temporary employees to forward the applications containing particulars to absorb them, he submitted application dated 05.03.1991 to the General Secretary with a request to forward the same to the second party/management and he had also submitted the application along with the particulars to the Regional Manager of the Second Party/management. The first party except his self swearing statement that he did personally submit an application to the Regional Manager of the Second Party bank did not produce any evidence in its support. Whereas in Ex. W1 he has produced copy of the application purported to have been submitted by him to the General Secretary, State Bank of Mysore Employees Union, Central Office, Avenue Road, Bangalore on 5.03.1991. But this document do not suggest or bear any endorsement being received by the General Secretary, State Bank of Mysore Employees Union, Central Office or same being forwarded to the management. Since the second party emphatically denied receipt of application either from first party personally or through the State Bank of Mysore Employees Union, in the absence of any evidence made available by the first party that he did submit application to the General Secretary within the stipulated time and the same was forwarded to the bank it is not possible to accept his contention that he did either gave application personally to the Regional Manager or through the General Secretary of State Bank of Employees Union. In the Write Petition filed by the first party before the Hon'ble High court of Karnataka in Write Petition No. 548/01 since there was a direction to the Central Government to refer the dispute between the first party and second party with regard to the non-consideration of his case for absorption/ appointment pursuant to the circular dated 3.09.1991 which up held in the Write Appeal No. 4012/2001(L) this reference being made by the Central Government and the first party failed to satisfy this tribunal that he did apply for his absorption within the dates stipulated in Circular dated 3.09.1991, on his subsequent efforts the management rightly turned down his request as such I am of the considered view the action of the management of State Bank of Mysore in not giving re-employment and not regularising the services of Shri V. Muniswamy Rao is justified.

7. In the result I pass the following Award:

#### AWARD

The reference is rejected holding that the action of the management of State Bank of Mysore in not giving re-

employment and not regularising the services of Shri V. Muniswamy Rao is justified and he not entitle for any reliefs.

(Dictated to PA transcribed by her correected and signed by me on 19.01.2012)

S.N. NAVALGUND, Presiding Officer

नई दिल्ली, 14 फरवरी, 2012

का० आ० 984.—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 42/99) को प्रकाशित करती है जो केन्द्रीय सरकार को 14-02-2012 को प्राप्त हुआ था।

[सं० एल-12012/542/98-आई आर (बी० I )]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th February, 2012

S.O. 984.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/99) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 14/02/2012.

[No. L-12012/542/1998-IR(B-I)]  
RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/42/99

SHRI MOHD. SHAKIR HASAN, Presiding Officer

Shri Bhola Nath Dubey,  
S/O Late Ram Ekbal Dubey  
Through Shri Hridyanand Dubey,  
Patrakar, Brahm Path,  
PO Ambikapur,  
Distt. Surguja (MP)

Workman

Versus

The Asstt. General Manager,  
State Bank of India,  
Regional Office,  
Egion-4, Mithupara,  
Shahdol

Management

#### AWARD

Passed on this 18th day of January 2012

I. The Government of India, Ministry of Labour vide its Notification No. L-12012/542/98/IR(B-I) dated 29.12.1998 has referred the following dispute for adjudication by this tribunal:—

"Whether the action of the management of Regional Office of State Bank of India at Shahdol in terminating the services of Shri Bhola Nath Dubey, subordinate staff and not considering him for permanent appointment as per agreement on 17.10.88 and under Section 25 H of the I.D. Act is justified? If not, to what relief the concerned workman is entitled for?"

2. The case of the workman, in short, is that the workman Shri Bhola Nath Dubey was engaged as temporary full time messenger in the State Bank of India (in short SBI), Ambikapur Branch w.e.f 21.11.90. He worked continuously till 18-2-91 when his services were suddenly terminated. After terminating him, the management arbitrarily engaged two persons namely Sampurna Ram and Jaru Ram illegally in violation of the provision of Section 25 H of the Industrial Dispute Act, 1947 (in short the Act 1947) instead of regularizing him in service. It is submitted that the workman be reinstated with back wages and be also directed to regularize him in service with cost of the suit.

3. The management appeared and filed Written Statement. The case of the management, *inter alia*, is that Shri Bhola Nath Debey was engaged only as temporary casual employee at the SBI, Ambikapur Branch for a period of 88 days from 21-11-90 to 16-2-91 on contract basis and was paid accordingly. It is stated that the provision of Section 2(oo)(bb) of the Act, 1947 is attracted. He has not worked for 240 days as such the provision of Section 25 (B) of the Act, 1947 is not applicable. It is stated that on the basis of settlement between the management and the Union, an advertisement was published in the newspaper inviting application for permanent appointment. The workman was also interviewed but he was not found suitable. Under the circumstances, the workman is not entitled to any relief.

4. On the basis of the pleadings of the parties, the following issues are settled for adjudication:—

- I. Whether the action of the management in terminating the services of Shri Bhola Nath Dubey and not considering him for permanent appointment as per agreement on 27.10.88 and under Section 25 H of the Act, 1947 is justified?
- II. To what relief the workman is entitled?
5. Issue No. I

It is an admitted fact that the workman was in the employment of the management from 21-11-90 to 16-2-91 for 88 days only. This shows that his services are not said to be in continuous service for a period of one year under the provision of Section 25 B of the Act, 1947. When his service is not continuous service for a period of one year the provision of Section 25-F of the Act, 1947 is not applicable. He was admittedly terminated/disengaged after the said period.

6. Another question raised by the workman that after his termination, the management had engaged two persons namely Sampuana Ram and Jaru Ram. The workman Shri Bhola Nath Dubey has stated in his evidence that Sampuana Ram and Jaru Ram were appointed as full time on temporary basis and they are being continued. The workman has not filed any document to show that they are working with the management. Moreover their appointment is said to be temporary basis but the workman has failed to show that he was also appointed in the same category. The workman has further stated the names of Aichhaibar Dayal and Nandini Hela who worked alongwith him but he is unable to say the period they worked. His evidence shows that there is no illegality committed by the management in not continuing him in employment. The workman hasnot filed any document to show that he was engaged as full time messenger in the SBI, Ambikapur Branch. In absence of the documentary evidence, his evidence is not reliable that he was engaged as full time messenger in the SBI, Ambikapur branch.

7. On the other hand the management has adduced oral and documentary evidence. The documents filed by the management are admitted by the wrokman. Exhibit M/1 is the photocopy of the certificate of temporary service on daily wages basis. The certificate shows that he was engaged only for 88 days on daily wages basis. This shows that his appointment was not temporary appointed rather he was appointed on daily wages basis by the Branch Manager on exigency of work. Since he had not completed a continuous service for a period of 240 days in twelve calendar months prior to the date of reference, he is not fit to claim the right under the provision of Section 25-F of the Act, 1947.

8. Exhibit M/2 is the proforma of call letters sent to 61 candidates for interview for temporary appointment. Exhibit M/3 is the chart of compilation of the days of engagement of the candidates for appointment in the temporary service. The name of the workman also stands in the list. Theis is filed to show that he worked only for 88 days. His position in working days is last but one . Exhibit M/4 and M/5 are the lists of the candidates called for interview. It appears that the workman also appeared in the interview on 6-9-94. This is clear that he was given opportunity in the interview and he was not selected as

found not fit. The management witness Shri S. Ram Krishnan has stated that he was interviewed and was not found fit for permanent appointment. The persons who were suitable were given appointment as per Exhibit M/4 list. Thus it is clear that he had been given opportunity to appear in the selection process and his candidature was rightly considered but he was not found fit.

9. Another question is as to whether there is violation of Section 25 H of the Act, 1947. The evidence discussed above is clear that the workman was engaged on daily wages basis. This fact is supported by the witness of the management Shri S. Ramakrishnan who has stated that he was engaged as purely casual employee for a total period of 88 days upon the exigency of work. There is no evidence on the record adduced by the workman that the persons who had less than 88 days are still working with the management and they had been engaged after him. The workman has stated in his evidence that he cannot say that how many days Aichhaibar Dayal and Nandini Hela had worked. This shows that there is no evidence to show that they are employed with the management and had worked less then the workman and are still in employment. Thus it is clear that there was no violation of the provision of Section 25 H of the Act, 1947 by the management. This issue is, therefore, decided against the workman and in favour of the management.

#### 10. Issue No.1

On the basis of the discussion made above, it is evident that the management is justified in terminating the services of the workman as there is no violation of any provision of the Act, 1947. The workman is not entitled to any relief. Accordingly the reference is answered.

11. In the result, the award is passed without any order to costs.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 14 फरवरी, 2012

का० आ० 985.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 132/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-02-2012 को प्राप्त हुआ था।

[सं० एल-12012/268/97-आई आर (बी-1)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th February, 2012

**S.O. 985.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947, (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 132/98) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 14/02/2012.

[No. L-12012/268/97-IR(B-I)]  
RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,  
JABALPUR**

NO. CGIT/LC/R/132/98

SHRI MOHD. SHAKIR HASAN, Presiding Officer

Shri Anoopdhar Mishra,  
S/O Shri H.S. Mishra  
Gram & Post Jugrapur,  
Tah. Manjhanpur,  
Distt. Allahabad (UP)

Workman

Versus

The Branch Manager,  
State Bank of India,  
Amlohari Branch,  
PO Amlohari,  
Distt. Sidhi (MP)

Management

#### AWARD

Passed on this 3rd day of January 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/268/97-IR(B-I) dated 30.6.98 has referred the following dispute for adjudication by this tribunal:—

"Whether the action of the Branch Manager, State Bank of India, Amlohari Branch, Distt. Sidhi in terminating the service of Shri Anoopdhar Mishra, S/O Shri H.S. Mishra, daily wage casual sub staff at S.B.I Amlohari Branch w.e.f. April 1996 is legal and justified? To what relief the workman is entitled?"

2. The case of the workman, in short, is that the workman Anoopdhar Mishra was appointed as daily wages casual worker w.e.f. 24-9-90 by the State Bank of India (in short SBI), Amlohari branch and worked till March 1996. In the year 1991 sometimes he was discontinued for few days. The workman also appeared in interview/test on 31-8-94 for permanent absorption in the Bank services but the result of the interview was not known. The workman applied for leave which was sanctioned by the Branch Manager but when he returned to join his duty, the Branch

manager did not allow him and his services were orally terminated without any reason and without complying the provision of Section 25-F of the Industrial Dispute Act, 1947 (in short the Act, 1947). The Branch Manager is said to have appointed a new person in violation of the provision of section 25(H) of the Act, 1947. It is submitted that the workman be reinstated with full back wages.

3. The management appeared and contested the reference by filing Written Statement. The case of the management, *inter alia*, is that the alleged workman was employed in the Staff canteen of the Bank from August 1991 to March 1996 as Canteen Boy. There was a local Implementation Committee. The Branch Manager was President, Union Representative of the Staff members was Secretary and one more staff member was member of the said Branch of the Implementation Committee. The said Committee recruited the Canteen Boy. The Bank had nothing to do with such recruitment. There was not right of the Bank to supervise and control and work of the Canteen Boy nor had any right to take any disciplinary action. He was not employee of the Bank. However the alleged workman was engaged by the Bank as Casual Worker on daily wages intermittently in absence of the regular messenger. He was engaged 67 days in the year 1990, 137 days in the year 1991, 107 days in the year 1992, 165 days in the year 1993, 103 days in the year 1994 and 10 days in the year 1995 only. He had not worked continuously for a period of 240 days in a calendar year as required under Section 25-B of the Act, 1947. His non-engagement would not be retrenchment within the meaning of Section 2(oo) of the Act, 1947. On the basis of the facts and circumstances, it is submitted that the reference be answered in favour of the management.

4. On the basis of the pleadings of the parties, the following issues are settled for adjudication—

I. Whether the action of the management in terminating the service of the workman w.e.f. April 1996 is legal and justified?

II. To what relief, the workman is entitled?

5. Issue No. I

To Prove the case, the workman has adduced his evidence. The workman Shri Anupdhar Mishra has stated in his evidence that he was appointed as daily wages casual worker w.e.f. 24-9-90 and worked continuously till March 1996. He had worked more than 240 days and the termination was amount to retrenchment. He has further stated that before termination, he was not served with any notice, nor any retrenchment compensation was paid. But in cross-examination, the workman has admitted the case of the management. He has admitted in his cross-examination that he worked on daily wages in the Staff Canteen from August 1991 to March 1996 and there was local Implementation Committee in the bank. Branch

Manager was President. Union Representative of the staff member was Secretary and these people used to run the canteen and this committee had appointed canteen boy in the canteen. This admission of the workman clearly shows that he was canteen boy in the canteen of the Bank and the Bank had not engaged him from August 1991 to March 1996. The workman appears to have proved the case of the management. The workman has further admitted in his cross-examination that as has been stated in Para-2 of the Written Statement, he worked as messenger on daily wages for the said period. Para-2 of the Written Statement clearly shows that he had never worked 240 days in any calendar year and specially twelve months preceding the date of reference. This clearly shows that he had not worked for a continuous period of one year as has been stated in Section 25 B(2) of the Act, 1947. He is, therefore, not be treated as retrench employee under Section 2(oo) of the Act, 1947. This further shows that the provision of Section 25-F of the Act, 1947 was not violated.

6. The management has also adduced two witnesses in support of their case. The management witness Shri D.S. Yadav is presently Branch Manager, SBI, Amlohari Branch. Another witness Shri Prafulla Kumar Bargale is Chief Manager. Both have supported the case of the management that the workman was Canteen Boy and was engaged by the Canteen Implementation Committee who was not employee of the Bank. The learned counsel for the workman submits that the witnesses have admitted in their evidence that there was attendance register of the Canteen Boy regarding the number of days worked in the Canteen as well as in the Bank but inspite of demand, these registers were not produced as such adverse inference is to be drawn. The learned counsel for the management argued that there was no need to produce the documents in view of admission of the workman in his evidence in Court. It is stated that the workman has admitted that he was Canteen Boy and he worked as casual labour in the Bank in the manner as has been stated in Para-2 of the W.S. and not more than 240 days in calendar year and specially preceding twelve calendar months of the reference. I find strength in the argument of the management. Since the workman has admitted the case of the management, I find that the facts have been proved and the provisions of the Act, 1947 are not violated. Thus it is clear that Shri Anupdhar Mishra was not employee of the Bank and the action of the Bank was legal and justified. This issue is decided in favour of the management and against the workman.

#### 7. Issue No. II

On the basis of the discussion made above, I find that there is no merit in the case of the alleged workman and he is not entitled to any relief. Accordingly the reference is answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 14 फरवरी, 2012

का० आ० 986.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ०सी०आई० के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण ईरनाकुलम के पंचाट (संदर्भ संख्या 2/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 14-02-2012 को प्राप्त हुआ था।

[सं० एल-2011/39/2008-आई आर (सीएम-II)]  
डीएसएस० श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 14th February, 2012

S.O. 986.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 2/2009 of the Central Government Industrial Tribunal-cum-Labour Court, ERNAKULAM as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, Food Corporation of India, and their workmen, received by the Central Government on 14-02-2012

[No. L-2011/39/2008-IR(CM-II)]  
D.S.S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

#### PRESENT:

Shri. D. Sreevallabhan, B.Sc., LL.B., Presiding Officer

(Tuesday the 31st day of January, 2012/11th Magham, 1933)

I.D. 2/2009

Unions	<ol style="list-style-type: none"> <li>1. Shri. K.T. Sasi, Convenor of Head Load Workers (CITU) FCI Workers Association (CITU). Kotayam, Kerala.</li> <li>2. Shri P.K. Sasi Organising Secretary, FCI Workers Union, Chingavanam, Channanikadu, Kottayam. By Adv. Shri Santhosh G.P.</li> </ol>
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Prabhu.

Management : 1. The Area Manager,  
Food Corporation of India,  
Divisional Office,  
Chingavanam, Kottayam.

2. The General Manager,  
Food Corporation of India,  
Regional Office,  
Kersavadasapuram,  
Trivandrum.

By Adv. Shri M.R. Anison.

This case coming up for final hearing on 30.01.2012 and this Tribunal-cum-Labour Court on 31.01.2012 passed the following:

#### AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute for adjudication to this tribunal by its order No. L-22011/39/2008-IR(CM-II) dated 24.10.2008.

2. The dispute is:

**"Whether the action of the management of Food Corporation of India in effecting recovery from the wages of DPS workers on account of demurrage charges levied by the Railways is legal and justified? To what relief are the workmen concerned entitled?"**

3. The two unions which raised the industrial dispute represent all the DPS workers in the Chingavanam depot of the management, the Food Corporation of India, under the Direct Payment System (DPS) implemented w.e.f. 01.01.1997 as per circular No. IR(L)/8(22)/94 dated 14.06.1996. As per proceedings No. IRL 32(5)/07 dated 18.10.2007 the management ordered to recover Rs. 1800/- paid as Demurrage Charges (D.C.) to the Indian railways from 104 of those DPS workers @ Rs. 17.31 from the wages for the month of October, 2007. Challenge is made by the unions by raising the above industrial dispute representing those DPS workers.

4. According to the unions the action of the management is arbitrary, illegal, unjust and in violation of the statutory provisions and the principles of natural justice. The allegations put forward in the claim statement in support of it are that they were discharging their duty sincerely and efficiently by working beyond the normal working time of 10 a.m. to 5.30 p.m. so as to avoid any loss to the management. On 21.06.2007 104 DPS working in attendance started their work of unloading of the 13 wagons placed in the depot at 6 a.m. and completed it before 11 a.m. and afterwards engaged in the work of

distribution of 6600 sacks of food grains. On that day each of them had dealt with the work of 237 sacks of food grains in the place of the prescribed 90 sacks to be attended to by a workman. They were not informed about the placement of the two wagons at 3.30 p.m. on that day and no instruction was given to them to unload it on the same day. If the workmen were informed about the unloading of those wagons it would have been done on that day itself. Instead the management issued Memo No. IR-L/32(5)/07 dated 16.07.2007 to them calling upon their explanation for leaving the depot without unloading the wagons in spite of the repeated requests by the officials of the Food Corporation of India to unload those wagons which resulted in the payment of Rs. 1800/- towards demurrage charge for 12 hours and for the recovery of the said amount from them. After submitting the explanations by them the management decided to recover the amount from their wages without affording an opportunity to hear them. They had not caused any loss to the management and the management is not entitled to recover any demurrage charges from them.

5. Management filed written statement raising several contentions to justify the decision to recover the D.C. from the DPS workers. It is mainly contended that it is due to the deliberate and negligent conduct on the part of the DPS workers the Food Corporation of India had to pay the D.C. and the same can be recovered from the erring workers as per the modified instructions issued after the circular dated 14.06.1996 for the implementation of DPS. Food Corporation of India completely depends on Indian Railways for transportation of food grains and the DPS workers for carrying out the loading and unloading work in the notified depots including the one at Chingavanam. Food grains are packed rake wise and each rake contains 42 to 43 wagons. The rakes when placed in the Food Corporation of India godowns by the Railways the goods are to be loaded or unloaded within nine hours of placement irrespective of the time and day. Hence the DPS workers have to attend the work beyond the normal working hours and on weekly off days, if required, with over time wages, compensatory off etc. Such placement takes place only 4 or 5 times in a month and there are some DPS workers who wilfully abstain from attending the work on those days. The expected placement of one rake of food grains at 6. a.m. on 21.06.2007 was intimated to the DPS workers in advance by issuing a memo dated 20.06.2007. Though the rake contained 32 wagons of food grains 13 wagons were only placed at 6 a.m. on 21.06.2007 due to derailment. Two more wagons were placed at 3.30 p.m. on that day and the DPS workers were orally requested to clear those wagons by the Manager concerned but they left the godown without attending the work even though their normal working hours is from 8. a.m. to 5.30 p.m. Those two wagons were cleared only on 21.06.2007 by 8.30 a.m. and hence the Railway imposed an amount of

Rs. 1800/- towards D.C. Management issued separate show cause notice on 16.07.2007 to each of the 104 headload workers under DPS Scheme who were present for duty on 21.06.2007 seeking their explanation for not recovering the D.C. for non clearance of the two wagons in time from them. No convincing explanation could be given by them for not unloading the wagons placed at 3.30 p.m. on that day though they are bound to be available till 5.30 p.m. The D.C. was incurred only due to the illegal conduct of deliberate non attendance of duty as required by them.

6. Unions filed replication denying the contentions in the written statement and reaffirming the allegations in the claim statement. It is further alleged that the free time which was provided for by the Railway for unloading the wagons was reduced and the same was unilaterally accepted by the management without any discussion with the DPS workers. Their overtime wages was reduced by 1.1% of the normal pay and about which a case is pending before the National Industrial Tribunal, Mumbai.

7. Evidence was adduced from both sides and it consists of the depositions of WW1, WW2, MW1 and Exts. M1 to M-12.

8. The points for determination are:

- (1) Whether the demurrage charges was to be paid by the Food Corporation of India on account of the deliberate refusal or failure of the DPS workers to unload the two wagons within the free time?
- (2) Whether the action of the management to recover the demurrage charges from the wages of the DPS workers is legal and justified?
- (3) To what relief, if any, the workmen concerned are entitled to?

9. Point No. 1: A sum of Rs. 1800/- was levied as D.C. by the Railway from the management for the delay caused for the release of the two wagons placed for unloading at 3.30 p.m. on 21.06.2007 at the Chingavanam depot and the same is evidenced by Ext. M5. The request for waiver of D.C. made by the management was not accepted by the Railway and the management was directed to challenge the decision by preferring an appeal before the Appellate Authority within 30 days from the date of the decision as per Ext. M6 letter dated 25.09.2007. Without adopting the course to prefer an appeal the D.C. was paid by the management as per Ext. M7 receipt dated 30.11.2010. The management issued Ext. M8 memo dated 16.07.2007 to the 104 DPS workers present on 21.06.2007 calling for their explanation to be submitted within seven days for not realising the D.C. from them stating that they left the depot without unloading the wagons on 21.06.2007 despite the repeated requests by the Manager (Movt.) and others and that if they were sincere the wagons could

have been unloaded within the free time without incurring any D.C. They have submitted their explanations stating that they were given intimation on 20.06.2007 as to the placement of one rake of wagons at 6 a.m. on 21.06.2007, but only 13 wagons were placed for unloading and the same were unloaded by them by 11 a.m. on that day. It is further stated that they were not given any intimation regarding the placement of the two wagons for unloading until they left from the depot at 5.30 p.m. on that day and it was only after 5 p.m. on that day the union leader was informed that the two wagons placed afterwards due to derailment were to be unloaded at 6 a.m. on 22.06.2007. Those two wagons were cleared by them by unloading it from 6 a.m. to 8.30 a.m. on 22.06.2007 and hence they cannot be held liable for the D.C. Their explanations were not accepted by the management stating that D.C. was incurred due to their refusal to unload the wagons and also due to the absence of most of them at the time of the placement of the wagons. Thereby Ext. M-11 proceedings dated 18.10.2007 was issued by the management for the recovery of the D.C. from the 104 DPS workers attended for duty on 21.06.2007. Challenge is made by the unions mainly on the ground that no intimation was given to them by the management with regard to the placement of the two wagons for unloading at 3.30 p.m. on 21.06.2007. On the other hand it is contended by the management that the DPS workers on duty on that day were informed orally about the placement of those wagons but they left the godown without attending the work. Hence it is to be considered whether intimation as to the placement of those wagons for unloading was given to those workers and whether they had willingly abstained from attending the duty.

10. Intimation was given to the DPS workers by the management by issuing Ext. M 3 memo dated 20.06.2007 as to the placement of one rake of wagons on 21.06.2007 at 6 a.m and calling upon them to attend the work of unloading without incurring any D.C. Due to derailment only 13 wagons were placed for unloading at 6 a.m. on that day. All those wagons were unloaded by 11 a.m. It is afterwards at 3.30 p.m. the two wagons are stated to have been placed for unloading. Ext. M 4 is the memo issued on 21.06.2007 informing the DPS workers that unloaded wagons due to derailment are placed at the siding and calling upon them to attend the work at 6 a.m. on 22.06.2007 to clear those wagons without incurring any D.C. From Ext. M4 it cannot be seen that two wagons were placed for unloading at 3.30 p.m. on 21.06.2007. Except Ext. M5 there is no reliable evidence to prove that the wagons were placed for unloading at 3.30 p.m. on 21.06.2007. There is no documentary evidence in this case to prove that any intimation was given by the management to the DPS workers to unload the two wagons on 21.6.2007 itself. There is also no reliable oral evidence in this case to substantiate the case of the management that the DPS workers were

only taking the day as evidence of the management to unload the wagons on that day. None of those officials who are alive now have given oral instructions to unload the wagons and examined in this case to prove the same. D.C. is the only witness examined from the side of the management. He took charge as Area Manager of the district office of the Food Corporation of India at Chittagong on 07.1.2011. He is not having any direct knowledge about the placement of those wagons for unloading on that day or as to the intimation given to the workers for unloading those wagons. From Ext. M3 and M4 it is clear seen that written intimation was used to be given about the placement of wagons for unloading. At the time of argument learned counsel for the management has submitted that no such intimation is to be given if the wagons are placed for unloading during the normal working hours. If that be the case management had to take action against the DPS workers for leaving the godown without attending the work in accordance with the provisions contained in the DPS Scheme, copy of which is marked as Ext. M-12. If the DPS workers were really instructed to unload those wagons placed at 3.30 p.m. on 21.6.2007 and there was refusal to attend the work the same is likely to be made mention of in Ext. M4. There is no whatsoever in Ext. M4 with regard to any instruction already given for unloading and there is only the specific intimation that those wagons are to be unloaded at 6 am on 22.6.2007 to avoid payment of D.C. The management has failed to prove by adducing any satisfactory evidence that the DPS workers on duty on 21.6.2007 were asked to unload the two wagons. Without initiating any action for any misconduct and without affording any opportunity to the DPS workers to substantiate the reasons stated in the explanations submitted by them to Ext. M8 memo the D.C. was ordered to be recovered from their wages by the management. No reason is stated in Ext. M11 for the refusal to accept the explanation submitted by the DPS workers. In Ext. M-10 it is noted that the DPS workers left after completing the work of issues by 16.30 hours. It is seen to have been noted on 21.6.2007. It would go to show that the DPS workers were attending duty from 6 am till 4.30 p.m. on 21.6.2007. It will also go to show that the DPS workers were attending the work of issue even after 3.30 p.m. on 21.6.2007. WW1 and WW2 have stated that there was no intimation with regard to the placement of wagons at 3.30 p.m. on 21.6.2007 and that they would have unloaded the same if there was intimation as to the placement of the wagons. Management has miserably failed to prove that any intimation was given to the DPS workers about the placement of these two wagons and they were called upon to unload those two wagons on that day. It also becomes unacceptable in view of Ext. M4 written intimation given for unloading the same at 6 am on 22.6.2007. So it can very well be held that there was no wilful refusal or any negligence on the part of the DPS workers to unload the

two wagons placed at 3.30 p.m. on 21.6.2007

11. Point No. 2: According to the unions management is not entitled to recover the D.C. from them and the action of the management is in violation of the statutory provisions and the Model Standing Orders under the Industrial Employment (Standing Orders) Act. In para 7 of the written statement it is conceded that as per the modified instructions issued after the introduction of the DPS Scheme whenever D.C. is incurred by the Food Corporation of India to clear the wagons in time the same can be recovered from the erring workers. There is absolutely no documentary evidence in this case to prove that there was any such modified instructions. There is no provision in Ext. M-12 scheme to recover the D.C. from the DPS workers. Clause 15 of Ext. M-12 provides that the workers found indulging in disobedience, misconduct etc. shall be subject to action under Model Standing Orders provided in Industrial Employment (Standing Orders) Act. 1946. As per Section 14 of the said Act disciplinary action can be initiated against the workman for misconduct and a workman can be fined up to 2% of his wages in a month for the acts and omissions which are notified with the previous approval of the government of the prescribed authority in pursuance of Section 8 of the Payment of Wages Act, 1946. It was submitted by the learned counsel for both sides that no notification has so far been issued by the management specifying the acts and omissions amounting to misconduct. The decision to recover the D.C. from the D.C. from the DPS workers taken by the management cannot be said to be in accordance with that provision in the said Act.

12. Clause 12 of Ext. M-12 provides that any failure on the part of the worker to carry out handling work when made available to the extent of the prescribed norms of 90 bags shall make the worker liable for proportionate deductions in the wages. Management could have made deduction of the wages if there was failure on the part of any DPS worker to unload as per Ext. M-12 but it does not contemplate the recovery of D.C. from the DPS workers.

13. Learned counsel for the management was not able to point out any statutory provisions, rule or any agreement which permits the management to recover the D.C. from the DPS workers in this case without any enquiry. It is already found that it was not due to the misconduct of the workers the demurrage charge was to be paid. There is also nothing on record to satisfy that the management is entitled to recover the same from the wages of the DPS workers.

14. In view of the above discussion I find that the action of the management to recover the D.C. from the wages of the DPS workers is not legal and justified.

15. Point No. 3: Management has no right to recover the D.C. from the wages of the DPS workers. It has come out in evidence that recovery was effected from the DPS

workers already retired from service. The amount, if any, recovered as D.C. is to be refunded to the DPS workers by the management within 30 days from the date of publication of this award and in the event of non payment they are entitled to recover the same from the management.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 31st day of January, 2012.

#### APPENDIX

##### Witnesses for the Unions

WW1 - K.P. Shaji, Secretary, FCI Workers Association (CITU),  
FCI Depot, Chingavanam Unit, Chingavanam.

WW2 - T.B. Abykumar, Unit President, FCI Workers Union, FCI Depot, Chingavanam Unit, Chingavanam.

##### Witness for the Management

MW1 - M. Kandamuthan, Area Manager, FCI District Office, Chingavanam, Kottayam.

##### Exhibits for the Unions - NIL.

##### Exhibits for the Managements

M1 Photocopy of the letter No. TC-1/2005/201/2Pt. D dated 10.10.2006.

M2 Photocopy of the Letter No. IR(L)/8(22)/94 dated 14.06.1996 sent by Deputy Manager (IR-L) for Executive Director (General) FCI Head Quarter, New Delhi. (Incomplete).

M3 Photocopy of the Memo No. DPS-D/IRL32(4) 2006-2007 dated 20.06.2007 issued by the Manager (Depot-DPS) of the Food Corporation of India, District Office, Kottayam.

M4 Photocopy of the Memo No. DPS-D/IRL32(4) 2006-07 dated 21.06.2007 issued by Manager (Depot-DPS) of the Food Corporation of India, District Office Kottayam.

M5 Bill No. CGV/FCI/DC/5/2007 dated 22.06.2007 for Rs. 1800/- issued by the Southern Railway towards the demurrage charges.

M6 Letter No. V/C.200/DC/FCI/2/CGV/07-08 dated 25.09.2007 sent by Senior Divisional Commercial Manager, Southern Railway to the Area Manager, Food Corporation of India, District Office Kottayam.

M7 Receipt No. CGV/FCI/DC/P/11/I dated 30.11.2010 issued by the Station Master, Southern Railway,

Chingavanam.

M8 Photocopy of the Memo/Notice No. IR-L32(5)/07 dated 16.07.2007 issued by the Area Manager FCI, District Office, Kottayam to the DPS workers.

M9 Reply dated 30.07.2007 submitted by K.R. Suresh, HIL, DPS No. 3 of the Area Manager, FCI, Chingavanam.

M10 Office Notes/Draft prepared on the replies of DPS workers.

M11 Photocopy of the proceedings No. IRL/32(5)/07 dated 18.10.2007 of the Manager (S&C/Legal), Food Corporation of India, District Office, Kottayam.

M12 Photocopy of the Letter No. IR(L)/8(22)/94 dated 14.06.1996 sent by Deputy Manager (IR-L) for Executive Director (General) FCI Head Quarter, New Delhi.

नई दिल्ली, 14 फरवरी, 2012

का० आ० 987.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुरूप में, केन्द्रीय सरकार एस०सी०एल० के प्रबंधतत्र के संबद्ध विवोजली और उनके कर्मकारों के बीच, अनुबंध 1 में निर्दिष्ट ऑद्योगिक विवाद में ऑद्योगिक अधिकरण, गोदावरीखन्नी के पंचाट (संदर्भ संख्या 83/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/2/2012 को प्राप्त हुआ था।

[सं० एल-22013/1/2012-आ० आ० (सी-II)]  
डॉ० एस० श्रीनिवास राय, डेस्क अधिकारी

New Delhi, the 14th February, 2012

S.O. 987.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the *Indus. Tribunal-cum-Labour Court, Godavarikhani (IT/ID/88/2006)* as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of *SCCL* and their workmen, which was received by the Central Government on 14.02.2012.

[No. L-22013/1/2012-IR(C-II)]  
D.S.S. Srinivasa Rao, Desk Officer

#### ANNEXURE

#### BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI, DISTT. KARIMNAGAR (A.P.)

#### PRESENT:—

Sri M. Syamala Rao, B.A., B.L., Chairman-cum-Presiding Officer.

THE 2ND DAY OF FEBRUARY, 2012.

INDUSTRIAL DISPUTE NO. 64 OF 2006

2006

1. Mr. Venugopal, As-Coal Filter,  
I.D. No. 24, S/o Lalaiah, Aged 43 years.  
112 D-281, D Zone, P.O. Kalyankhani,  
Dist. Adilabad - 504 231 (A.P.)

— Petitioner

2006

2. Mr. G. M. Manager,  
112 D-281, Mandamari Area,  
112 D-281, Adilabad Dist. (A.P.) — Respondent

1. After an Industrial Dispute petition I.D. No. 24, coming on before me for final hearing on 10.2.2012, upon perusing all the documents on record and after hearing the arguments of Sri E. Venugopal, petitioner for the petitioner and Sri D. Krishna Murthy, Manager for the respondent, having stood over for consideration on 6.1.2012 this date, the court passed the following:

#### AWARD

This is an Industrial Dispute petition filed by the petitioner under Sec. 12-A(2) of I.D. Act 1947 of set aside the order of dismissal of the petitioner dt. 2-7-1999 passed by the respondent and to direct the respondent's duty to reinstate the petitioner into service with full pay of service and all other consequential attendant benefits including full back wages.

The brief facts of the petition are that the petitioner was appointed as Coal Filter in the year 1986 and later he was promoted as Coal Filter. Ever since the date of his promotion, the petitioner was discharging his duties to the mutual satisfaction of the company authorities.

It is found that the petitioner had put in more than the required 150 physical musters every year. During the year 1997 he suffered from chronic ill health and underwent treatment as such he could not work for the said minimum 60 physical musters during the said year 1997. Further he was made unfit from 13-8-1998 and was fit from 22-5-1999. But the respondent without considering the true facts of the ill health of the petitioner issued charge sheet dt. 12-1-1998 alleging that he was habitually absent from duty without sufficient cause during the year 1997.

It is found that the petitioner submitted his written explanation for the charge sheet on 14-7-1998. There is a reasonable and sufficient cause for the alleged absence of the petitioner and it is neither willful nor deliberate. But the respondent got conducted a domestic enquiry and later dismissed the petitioner from service by order No. P/MM/7/2/99/2297, dt. 2-7-1999.

It is found that the petitioner underwent treatment in the respondent's company hospital and he was compelled

to take effective treatment in the private hospital. Thus there is a reasonable and sufficient cause for the absence of the petitioner during the years 1997 & 1998 and it cannot be termed as misconduct. The petitioner deposed his real and actual problems during the enquiry also. But the respondent issued a notice along with enquiry proceedings requiring the petitioner to submit his representation. No observation period for 6 months was given to the petitioner. The domestic enquiry was not conducted fairly and properly and the findings of the enquiry officer are highly perverse and biased. The enquiry officer did not properly appreciate the documentary evidence produced by the petitioner. Hence the enquiry may be held as invalid and vitiated.

6. And that the dismissal order was issued to the petitioner straight away, without issuing any kind of show cause notice proposing the capital punishment of dismissal, which is against the mandatory/statutory provisions and contrary to the principles of natural justice. The extremely harsh punishment of dismissal from service is highly excessive and shockingly disproportionate to the gravity of the alleged charge levelled against the petitioner which amounts to his economic death. It is not at all warranted and is liable to be quashed by this court and the respondent has not at all considered the long service and genuine ill health of the petitioner before imposing the punishment of dismissal.

7. And that ever since his dismissal from service, the petitioner could not secure any alternative job. He remained unemployed and incurred huge debts for medical and domestic expenses of his large family. He was compelled to take debts to meet his domestic expenses and to pay the huge debts, he took his settlement benefits which was essential for his family existence and livelihood.

8. And that the petitioner appeared before the high power committee on 16.11.2000 for his reinstatement as per the call letter dt. 7-11-2000. He waited all these days and moved before the company authorities for his job, but he was not reinstated into service. Hence he could not approach this court earlier. Therefore he prays for an award as above.

9. The respondent filed his counter denying the material averments in the petition.

10. The brief averments of the counter are that it is a Government company incorporated under the provisions of Company's Act, 1956 for carrying out the business of winning and selling the coal and since the coal mining industry is a Central subject the appropriate Government for the respondent/management is Central Government. The respondent submits that as per Sec. 7(A) (I) of I.D., Act, the appropriate Government may by notification in the official gazette constitute one or more Industrial Tribunals for the adjudication of Industrial Disputes relating to any matter whether specified in the 2nd or 3rd

legible and for performing such other functions as may be assigned to them under this Act. And the Central Government established Industrial Tribunal-cum-Labour Court at Hyderabad from 29.12.2000 for adjudication of Industrial Disputes and the petitioner ought to have approached the said Tribunal for the redressal of grievances, if any. But the petitioner conveniently avoided to file his petition before the Tribunal established by the Central Government for the reasons best known to him and the petition is not maintainable under law and the same may be dismissed on this ground alone.

And that maintainability of the dispute raised by the petitioner before this court may be decided as preliminary issue before proceeding with the trial.

11. And that the petitioner failed to exhaust the conciliating proceedings as laid down in the I.D. Act, and filed the petition under 2A(2) of I.D. Act, 1947 as amended by A.P. Amendment Act, 1987 (Act No. 32/1987), and that as appropriate Government was coal mining industry is the Central Government the State Amendment Act is not applicable to the respondent company and the petition filed by the petitioner is not maintainable under law and hence to be dismissed in limitt.

12. And that the petitioner was appointed on 24.1.1986 as Badli Filler and was subsequently appointed as Coal Filler. The petitioner being an underground employee was expected to put in 190 musters in a calendar year. But the following attendance particulars indicate that the petitioner was not regular to his duties and in no year he had put in 190 musters during the period from 1993 to 1998.

1993 - 014 1996 - 100

1994 - 069 1997 - 030

1995 - 046 1998 - 002

And that during the year 1997, the petitioner had put in 020 musters only and remained habitually absent on all 061 other days without sufficient cause. As the above act amounted to misconduct under the company's standing order No. 25.25, he was charge sheeted *vide* charge sheet dt. 28.3.1998. The petitioner received the charge sheet and got written explanation dt. 14.7.1998 stating that due to his ill health he was absent to duties but he did not submit any documentary evidence to support his claim. In his explanation, the petitioner accepted that he remained absent to duties and not mentioned that he reported sick in company hospital or was undergoing treatment in the colliery hospital. In this statement before the enquiry officer, the petitioner stated that he was suffering from ill health over the past 4 years and was not regular to duties as he was suffering from Asthma, cough, breathlessness and the he took treatment in colliery hospital and private hospital. He submitted a Xerox copy

of the medical certificate said to have been issued by Dr. Nirmala Devi, Civil Asst. Surgeon, Govt. Civil hospital, Hyderabad recommending to sanction the petitioner 55 days of leave from 17-11-1997 to 10-1-1998. During cross examination, the petitioner accepted that he remained absent on the dates mentioned in the charge sheet, that he did not communicate about his sickness to the respondent company, that he did not report sick in colliery hospital and pleaded guilty of the charge levelled against him.

13. And that the petitioner himself admitted in the enquiry that he did not communicate about his sickness to the colliery authorities. Even if the medical certificate is considered as a genuine one, the period of treatment during the year 1997 was from 17-11-1997 to 31-12-1997, which was a very small part of the year 1997. The charge sheet issued was for the habitual absenteeism of the petitioner during the year 1997 but not for the year 1998.

14. And that the petitioner was supplied with copies of enquiry report and proceedings *vide* letter dt. 1-10-1998 to make his representation against the findings in the enquiry report. But the petitioner did not make any representation against the findings of the enquiry officer. It is not mandatory to counsel the petitioner to improve his attendance.

15. And that the domestic enquiry was conducted in a fair way and the petitioner was given every opportunity to defend his case. The petitioner did not avail the opportunity to have assistance of any one and he did not cross examine the management witnesses, when opportunity was given by the enquiry officer. The enquiry officer submitted his report on the basis of the recorded evidence.

16. And that the attendance of the petitioner during the years, 1993 to 1997 was very poor and the average attendance was 065 musters only per year. Since the attendance of the petitioner was very poor, the respondent imposed the penalty of dismissal *vide* order dt. 2-7-1999 dismissing the petitioner from service from 6-7-1999.

17. And that the respondents company employs more than 33,000 persons which includes workmen, Executives and Supervisors. The production results will be depending upon the overall attendance and performance of each and every individual. They are inter linked and insufferable. In this regard if any one remains absent without prior leave or without any justified cause, the work to be performed gets affected. Such unauthorised absence creates suddenly void, which is very difficult to fill up and there will be no proper planning and already planned schedule gets suddenly disturbed without prior notice i.e., reason why the respondents company is compelled to take sever action against the unauthorised absentees. In this instant case the petitioner is one such

unauthorised absentee as such the respondent company was constrained to dismiss the petitioner for unauthorised absenteeism vide order dt. 02-07-1999.

18. And that as per the settlement dt. 21-2-2000, the petitioner made an application and this case was reviewed by the higher power committee which did not consider his case fit for appointment as badli filler for one year on trial basis as his attendance during the years 1993, 1994, 1995 1996 was very poor as he had put in 014, 069, 046 and 100 musters only respectively. Those cases that deserved consideration were given appointment as badli filler for one year on trial basis. Therefore prays to dismiss the petition with costs.

19. The petitioner's counsel filed a memo U/Sec. 11-A of I.D., Act, on 19-9-2011 after giving notice to other side, which was recorded by this court. In view of the said memo U/Sec.11-A of I.D., Act, no preliminary issues are framed and settled.

20. During the course of enquiry, no witnesses are examined on either side, but Ex.W-1 to W-6 are marked on behalf of the petitioner and Ex.M-1 to Ex.M-9 are marked on behalf of the respondent by consent.

21. Heard both sides, perused the material papers on record.

22. Now the points that arises for consideration are:—

- (1) Whether the present petition is maintainable before this Tribunal?
- (2) Whether the charge framed against the petitioner is proved?
- (3) Whether the dismissal order dt. 02-7-1999, without issuing any show cause notice is arbitrary, illegal, unjust, against the statutory provisions and contrary to the principles of natural justice; if not, whether the punishment awarded is highly excessive and shockingly disproportionate to the alleged charge?
- (4) To what relief the petitioner is entitled?

#### 23. POINT NO. 1:—

It is the case of the respondents that the respondents company incorporated under the provisions of Company's Act 1956 for carrying out the business and selling the coal and since the coal mining industry is a Central subject, the appropriate Government for this respondents/management is Central Government and that as per Sec.7A(1) of I.D., Act, the appropriate Government may by its notification the official gazette constitute one or more industrial tribunals for adjudication of industrial disputes relating to any matter whether specified in the 2nd or 3rd schedule and for performing such other functions as may be

assigned to them under this Act. The respondents further submitted in their counter the Central Government established an industrial Tribunal-cum-Labour Court at Hyderabad on 29-12-2000 for adjudication of Industrial disputes and the petitioner ought to have approached the said tribunal for redressal of grievances if any. But the petitioner conveniently avoided to file his petition before the Tribunal established by the Central Government for the reasons best known to him and the petition is not maintainable under law and the same may be dismissed on the ground and this issue may be decided as preliminary issue before proceeding with the trial.

"Appropriate Government is described U/Sec.2-A of the I.D., Act, 1947". According to Sec.2-A(1) of the above Act, the Appropriate Government, by notification in the official gazette constitutes one or more Industrial Tribunals for adjudication of Industrial Disputes relating to any matter whether specified on 2nd or 3rd schedule. So, according to the above 2 provisions of law, this Tribunal is established. Admittedly the petition filed by the petitioner is covered by an industrial disputes.

24. In a case reported in 1998(5) ALD-17 (D.B.) in a writ petition between U. Chainappa *Vrs.*, Cotton Corporation of India and others, the Division Bench of our High Court held — "we will assume that in so far as the dismissed or retrenched workman is able to approach the Labour Court straightaway, the power of the Central Government to make a reference of the dispute may be whittled down protanto and in that sense there is a conflict or repugnancy with sub-section (2) of Section 2(A) and Section 10(1) r/w sub-section (1) of Section 2-A and Section 3 of the Act. Even then, the Presidential assent given under Article 254(2) makes the State law prevail over the provisions of the Central law to the extent of repugnancy". It also further observed Industrial Disputes Act, 1947, Section 2-A(2) — Not confined to workmen employed industrial undertakings of State Government — It applies also to workmen engaged in Central Government undertakings.

25. If the plea of the respondent is considered in the light of the above case law, it fails to the ground, because, Section 2-A(2) of I.D. Act, 1947 applies both to the workmen employed in Industrial undertakings of State Government and also to the workmen engaged in Central Government undertakings.

26. In other words, it can be said it is for the workman to approach U/Sec.2-A(2) of I.D., Act, either to the Industrial Tribunals having Central jurisdiction and also the Tribunals having State jurisdiction.

27. In view of the above, I held that this Tribunal is having jurisdiction to decide the industrial dispute on hand and the petition filed by the petitioner is maintainable. The point is answered accordingly.

## 28. POINT NO.2:—

Ex.W-1 is the Zerox copy of the charge sheet, the original of which is also filed by the respondent marked under Ex.W-1. Ex.W-2 is the served copy of the dismissal order; Ex.W-3 is the call letter issued to the petitioner, requiring him to attend before the high power committee; Ex.W-4 is the office copy of demand notice and Ex.W-5 & Ex.W-6 are the postal receipt and postal acknowledgement for the Said demand notice marked as Ex.W-4. Turning to the documents of the respondent, as already stated above, Ex.M-1 is charge sheet and Ex.M-2 is acknowledgement of the petitioner to the said charge sheet. Ex.M-3 is the reply of the petitioner given to the charge sheet, in which he stated that due to ill health he could not attend to the duties during the year 1997 on the date mentioned in the charge sheet and he prayed to drop the charge sheet assuring that he will attend to his duties regularly in future. Ex.M-4 is the office copy of the enquiry notice. Ex.M-5 is the enquiry proceedings. It shows that during the enquiry, 2 witnesses were examined on behalf of the respondent and the petitioner himself was examined on his behalf. A perusal of the enquiry proceedings marked under Ex.M-5 clearly shows that the petitioner admitted the charge levelled against him. An opportunity was given to the petitioner to cross examine the management witnesses, but he did not avail the same. It also shows that the enquiry proceedings were read over and explained to the petitioner in Telugu language and he admitted the same and signed on the statement of the management witnesses and other relevant documents. Basing on these enquiry proceedings, the enquiry officer submitted his report under Ex.M-6. The objections of the petitioner were called for requiring him to submit his representation on the enquiry report, under Ex.M-7 supplying copies of the enquiry proceedings and findings of the enquiry officer. But it seems that the petitioner has not submitted his objections or representations to the enquiry findings as required under Ex.M-7. From the above enquiry proceedings and other documents, it is clearly evident that the charge framed against the petitioner is proved. The point is answered accordingly.

## 29. POINT NO.3:—

As seen from Ex.M-9 the dismissal order now in question, the respondent after calling the representation of the petitioner on the enquiry findings report under Ex.M-7, has not issued any show cause notice proposing the punishment of dismissal from service and straight away passed the said dismissal order under Ex.M-9. Apart from the above, as admitted by the enquiry officer under Ex.M-6, the petitioner submitted medical certificate for the period from 17-11-1997 to 10-1-1998 which cover part of the absenteeism during the year 1997. No doubt that the petitioner did not inform the management about his absence

from duty nor report sick in the company's hospital. Prior to the charge sheet period of 1997, the petitioner put up 100 physical musters during the year 1996, as admitted by the respondent in its counter filed before this court. As already stated above, the petitioner filed documentary proof before the enquiry officer for his ailment. But it seems that the respondent has not afforded the petitioner an opportunity to improve his work subsequently after 1999.

30. Apart from the above, it is the case of the petitioner that he was unfit for the period from 13-8-1998 due to ill health and was fit from 22-5-1999 only. This plea of the petitioner was not denied by the respondent in its counter. It substantiates that the petitioner was suffering from ill health during the years 1997—1999. But this aspect was not considered by the enquiry officer or by the respondent while passing the orders of dismissal.

31. Under the above circumstances, I am under the considered opinion that issuing dismissal order under Ex.M-9 straightaway by the respondent without issuing prior show cause notice proposing the said punishment of dismissal from service is arbitrary and contrary to the principles of natural justice. I further hold that the extreme punishment of dismissal from service imposed by the respondent is highly excessive and shockingly disproportionate to the proved charge. The point is answered accordingly.

## 32. POINT NO.4:—

In view of my findings on points 1 to 3, I am of the opinion that this is a fit case to exercise the discretionary powers Under Sec. 11-A of I.D., Act and that denial of continuity of service, all other consequential attendant benefits and entire back wages would be sufficient punishment for the petitioner, while ordering for reinstatement of the petitioner as Coal Filler "afresh" would meet the ends of justice.

33. In the result, the petition is partly allowed. The office order of dismissal of the petitioner dt. 2-7-1999 passed by the respondent is set aside and the respondent's company is directed to reinstate the petitioner into service as Coal Filler "Afresh" within one month from the date of gazette publication of this award. The petitioner is not entitled for continuity of service, other consequential attendant benefits and back wages. In the circumstances, each party do bear their own costs.

Typed to my dictation directly by Typist, corrected and pronounced by me in the open court on this, the 2nd day of February, 2012.

M.SYAMALA RAO, Presiding Officer

**APPENDIX OF EVIDENCE  
WITNESSES EXAMINED**

For workman:-

-Nil-

For Management

-Nil-

**EXHIBITS**

For workman:-

Ex.W-1 Dt. 21/28-03-1998 Charge sheet, Photocolor copy (original filed by the respondent)

Ex.W-2 Dt. 02-07-1999 Dismissal order

Ex.W-3 Dt. 07-11-2000 Letter issued to the petitioner by the C.Mgr., KK3 to attend before the high power committee

Ex.W-4 Dt. 05-10-2006 Demand notice office copy

Ex.W-5 Dt. 05-10-2006 Postal receipt

Ex.W-6 Dt. 06-10-2006 Postal Ack. card

For Management:-

Ex.M-1 Dt. 21/28-03-1998 Charge sheet office copy

Ex.M-2 Dt. 14-07-1998 Ack., to the charge sheet

Ex.M-3 Dt. -do- Reply to the charge sheet

Ex.M-4 Dt. -do- Enquiry notice office copy

Ex.M-5 Dt. 17-07-1998 Enquiry proceedings

Ex.M-6 Dt. 10-08-1998 Enquiry report

Ex.M-7 Dt. 01-10-1998 Showcause notice

Ex.M-8 Dt. 24-03-1999 Ack., of the petitioner for enquiry report.

Ex.M-9 Dt. 02-07-1999 Dismissal order office copy.

नई दिल्ली, 14 फरवरी, 2012

का० आ० 988.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी०बी०एम०बी० के प्रबंधन के संबद्ध नियंत्रण और उनके कार्यकार्त्ते थे जी० ए० ए० बी० ए० ने निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार और दोगिल अधिकारी—सू. 2, स्थडीयाल के पाट (संदर्भ संख्या 751/2005 & 748/2005) को प्रकाशित करते हैं, जो केन्द्रीय सरकार दो 14-02-2012 से छार हुआ है।

[सं० एल-23012/4/2001-आई आर (री-II),  
सं० एल-23012/3/2001-आई आर (री-II)]

डॉ.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 14th February 2012

S.O. 988.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 751/2005 & 748/2005) of the Central Government Industrial Tribunal-cum-Labour Court-2, Chandigarh as shown in the Annexure in the Industrial dispute between the management of BBMB, their workman which was referred

by the Central Government on 14/02/2012.

[No. L-23012/4/2001-IR(CM-II),  
No. L-23012/3/2001-IR(CM-II)]

D.S.S. SRINIVASARAO, Desk Officer

**ANNEXURE**

**IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT-II,  
CHANDIGARH**

Present. Sri A.K. Rastogi, Presiding Officer.

1. Case No. ID. 751/2005  
Registered on 2.9.2005  
Shri Ashok Kumar, S/o Sh. Ram Sarup, 297-EB, Nangal Township, Ropar

2. Case No. ID. 748/2005  
Registered on 2.9.2005  
Sh. Chitrangad Lal, S/o Sh. Veg Rai, Vidi Bhalowal, Tebsi - Anantpur Sahib,

Petitioners

**Versus**

The Chief Engineer Bokhia Dara, BBMB, Nangal Township, Ropar.

Respondent

**APPEARANCES**

For the workman : Sh. GP Batra A.R.

For the Management : Sh. Sukhwinder Singh Law Officer.

**AWARD**

Passed on 2.2.2012

Under Notification No. L-23012/4/2001 (IR(CM-II)) Dated 2.5.2002 read with Corrigendum dated 28.9.2007 and Notification No. 23012/3/2001 IR (CM-II) dated 2.5.2002 read with Corrigendum dated 28.9.2007 the Central Government in exercise of the powers conferred by Clause(d) of Sub-Section (1) and Sub-Section (2A) and of Section 10 of Industrial Disputes Act, 1947 (in short 'Act') has referred the following industrial dispute for adjudication to this Tribunal:-

ID No. 751/2005

"Whether the action of management of BBMB in terminating the service of Sh. Ashok Kumar S/o Sh. Ram Sarup w.e.f. 31.5.1993 is legal and justified? If not, to what relief the workman is entitled to and from which date?"

ID No. 748/2005

"Whether the action of management of BBMB in terminating the service of Sh. Chitrangad Lal S/o Sh. Yog Raj w.e.f. 31.5.1993 is legal and justified? If not, to what relief the workman is entitled to and from which date?"

As in both the matters common questions of law and facts are involved hence they are being adjudicated upon by the same Award.

Workmen have raised an industrial dispute by stating that they worked as unskilled labour under the Railways Sub-Division, BBMB Nangal under the respondent from 1.10.1888 to 1991. They were again appointed on daily wage basis in the middle of December 1992 and remained with the respondents till 31.5.1993 when their services were illegally terminated and persons juniors to them and appointed alongwith them as unskilled labour were made regular. Their services were terminated in violation of Section 25-F of the Act and they were not given the benefit of Section 25-H of the Act. They have claimed their reinstatement with continuity of service and back wages etc.

Claims were contested by the respondent-management and it was contended that the workmen were engaged intermittently on daily rate as per details given in the written statements. It was denied that the workmen completed 240 days service in 12 calendar months and provisions of Section 25-F of the Act were violated. It was denied that any person junior to workmen were retained or re-employed.

After filing the claim statement the workmen did not turn up for their evidence despite notices sent by registered post and hence the cases proceeded Ex parte against them. On behalf of management Engineer Ashok Kumar Gupta filed his affidavit and gave his statement.

I have heard the Law Officer of the management and perused the record. The workmen have alleged the termination of their services on 31.5.1993 and violation of Section 25-F of the Act. But there is no evidence on their behalf to prove that they completed 240 days service in 12 calendar months preceding to the date of their termination. They have not specifically pleaded so in their claim statements either. Moreover, as per details given in the affidavit of management-witness Sh. Ashok Kumar Gupta the services of the workmen did not terminate on 31.5.1993. They were on the job even after the given date. Workman Sh. Ashok Kumar of ID No. 751 of 2005 remained in the job intermittently in 2005, 2006, 2007, 2008, 2009 and 2010. Similarly Chitrangad Lal of ID No. 748 of 2005 remained in the job intermittently in 2005, 2006, 2007, 2008, 2009. Obviously, the services of workmen were not terminated on 31.5.1993 and they continued in the job intermittently as before, after the alleged date of termination. Hence, neither any violation of Section 25-F nor of 25-H Act is

involved in the case. The reference is answered accordingly against the workmen. Original copy of the Award be placed on the record of ID No. 751 of 2005 and a copy thereof be placed on the record of ID No. 748 of 2005. Two copies of the Award be sent to Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 14 फरवरी, 2012

कां आ० 989.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चीफ इंजीनियर भाकड़ा नागलौड टाइनिंग रोपड़ पंजाब के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 219/2K 5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-02-2012 को प्राप्त हुआ था।

[सं. एल-42012/50/1994-आई० आर० (डॉ० यू०)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th February, 2012

S.O. 989.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947) the Central Government hereby publishes the Award (Ref. No. 219/2K5) of the Central Government Industrial Tribunal-cum-Labour Court-No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chief Engineer, Bhakra Dam Nangal Township, Ropar Punjab and their workman, which was received by the Central Government on 14/02/2012.

[No. L-42012/50/1994-IR(DU)]  
RAMESH SINGH, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT-II,  
Chandigarh

## PRESENT

SRI A.K. RASTOGI, Presiding Officer.

Case No. I.D. 219/2005

Registered on 3.8.2005

Shri Chaman Lal, S/o Sh. Nisha Ram, C/o Sh. R.K. Singh Parmar, Org. Secretary, PB INTUC, Nangal Township, Distt. Ropar, Punjab

Petitioner

## Versus

Chief Engineer, Bhakra Dam, Nangal Township, Distt. Ropar, Punjab.

Respondent

**APPEARANCES**

For the workman : Sh. R.K. Singh Parmar A.R.  
 For the Management : Law Officers.

**AWARD****Passed on 16 Jan 2012**

Central Government *vide* Notification No. L-42012/50/94IR(DU) Dated 2.8.1994, by exercising its powers under Section 10 Sub-Section (1) Clause (d) and Sub Section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the action of the management of Bhakra Beas Management Board, Nangal Township in terminating the services of Sh. Chaman Lal S/o Sh. Nisha Ram, *w.e.f.* 1.5.89 is legal and justified? If not, to what relief the concerned workman is entitled to?"

Workman has raised an industrial dispute by stating that he was employed by the respondent as unskilled mazdoor on daily wages *w.e.f.* 5.4.1988 till 30.4.1989, when he was verbally terminated from the service. He has alleged that his termination from service is illegal for want of notice, notice pay and retrenchment compensation and also for the reason that juniors were retained in the service while terminating his service. He has also alleged that he was not called for re-employment as required under Section 25-H of the while new hand had been recruited. He has also alleged that his name was not included in the seniority list while the juniors were given the seniority and were regularized.

Management has contested the case and in reply to the claim statement it has been stated that the workmen abandoned the work of his own. It has been further stated that the workman was employed intermittently for construction work as unskilled mazdoor from April 1988 to August 1989. He stopped coming to work, as it is a usual practice with the daily rated workman to abandon the job without informing the Department and join some better or gainful employment available temporarily. The seniority list had been prepared as per policy and objections had been invited from the workmen against it, but no objection regarding seniority list was received from the workman. Subsequently, on his representation his name was not included in the seniority list as he failed to submit documentary proof. It has also been contended that the management never refused duty to the workman and had advised him to attend duty time and again but he willfully avoided to work under a misconception that he will get all the dues and benefits without putting any work. Management is still ready to give him work.

It may be noted that reference for adjudication before this Tribunal is regarding the termination of the services

of the workman. Denial of seniority or of right of re-employment provided under Section 25-H of the Act is beyond the reference. The issues require to be decided in this case are:-

1. Whether the management terminated the service of the workman or the workman himself abandoned the job?
2. If the management terminated the service of workman, whether the workman was entitled to the protection of Section 25-F of the Act.
3. Whether juniors were retained in service while terminating the services of the workman?
4. To what relief is the workman entitled?

I have heard the A.R. of the workman and law Officer of the management and have perused the evidence on record. My findings on various issues are as follows.

**FINDINGS****Issue No. 1**

The workman has alleged the termination of his service by oral order while the management has pleaded the abandonment of the job by the workman himself.

Regarding the plea of abandonment the workman in his affidavit has stated and it was argued by his A.R. also that abandonment of the job is a misconduct under the Certified Standing Orders of the management and if the workman had abandoned the job then he must have been served with the charge sheet and an enquiry must have been conducted but in the present case no charge sheet was issued and no enquiry was conducted. The A.R. of the workman argued that in the absence of any disciplinary action the plea of abandonment is not acceptable.

It was argued on behalf of management that if the management did not prefer to take any disciplinary action against the workman, it does not mean that there was no case of abandonment of the job and his services were terminated by the management. There is no evidence of termination of the service by the management except the self-serving statement of the workman. The workman is pleading the termination of his job in the hope of getting back wages for the period in which he did not work. Admitted he is back in job since 1.1.1999.

It may be noted that in the claim statement the workman has not pleased that he had worked for 240 days in 12 calendar months preceding to the date of his termination and in his affidavit he has stated that the management had put notional breaks in his service to debar him from claiming 240 day's continuous service. This statement of the workman in his affidavit is a clear improvement over his claim statement. I agree with the management that the absence of any disciplinary action for abandoning the job does not necessarily mean that

the workman did not abandon the job. If the management had any intention to terminate the services of the workman, it was very easy for it to do so after conducting an enquiry and then the management would not have given him the job from 1.1.1999. I am therefore of the view that the plea of the workman that his services were verbally terminated by the management is not acceptable. He himself had abandoned the job. Issue No. 1 is decided against the workman.

#### Issue No. 2

Since it has been held that the management did not terminate the services of the workman hence there was no occasion for the compliance of Section 25-F of the Act. I need not to go into the details of working days, the evidence about which is of full of contractions and discrepancies. According to workman he remained in the job till his termination on 30.4.1989 but according to management he remained in job till August 1989.

The information contained in the papers filed by the A.R. of the workman at the stage of argument is also not consistent about the months and days of work of the workman. This information is contained in two papers i.e. paper No. 66 and 69 of the record. It was supplied to the A.R. of the workman under Right to Information Act. Both the papers show the employment since December 1987 but according to paper No. 66 it lasted upto March 1989 and the workman during this period worked in 12 months while as per paper No. 69 it lasted upto April 1989 and he worked for 8 months. Both are workman's paper and it cannot be said which one is correct.

To sum up it is a case of abandonment and the workman is not entitled to the protection of Section 25-F of the Act. Issue No. 2 is decided against the workman.

#### Issue No. 3

The workman has taken a plea that while terminating his services the juniors were retained in service. It was argued on behalf of workman that the termination of his services is bad being violative of Section 25-G of the Act. This plea also has become redundant in view of the finding that the services of the workman had not been terminated by the management. Issue No. 3 therefore is also decided against the workman.

#### Issue No. 4

From the above going discussion it is thus clear that the management did not terminate the services of the workman and the workman himself had abandoned the job and he has been taken in job from 1.1.1999 hence he is not entitled to any relief. Reference is answered against the workman. Let two copies of the award be sent to Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 14 फरवरी, 2012

का० आ० 990.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार खादी एण्ड विलेज इन्डस्ट्रीज़ कमीशन, पानाजी, गोआ प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण पानाजी के पंचाट (संदर्भ संख्या आई०टी० 33/07) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-02-2012 को प्राप्त हुआ था।

[सं० एल-42012/02/2007-आई आर (डी०प०)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 14th February, 2012

S.O. 990.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. IT/33/07) of the Industrial Tribunal cum Labour Court, PANAJI as shown in the Annexure, in the Industrial dispute between the employers in relation to the Khadi & Village Industries Commission, Panaji Goa and their workman, which was received by the Central Government on 14/02/2012.

[No. L-42012/02/2007-IR(DU)]  
RAMESH SINGH, Desk Officer

#### ANNEXURE

#### IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT PANAJI

(BEFORE SMT. ANUJA PRABHUESSAI,  
HON'BLE PRESIDING OFFICER)

Ref No. IT/33/07

Smt. Maya Sagar Raikar,  
H.No. 121, Near Gomes Building,  
Panajim-Goa. .... Workmen/Party I

V/s

Khadi & Village Industries Commission,  
Cedmar Apartments,  
Ground Floor, S. V. Road,  
Panajim, Goa. .... Employer/Party II

None present for Party I.  
Party II represented by Adv. Shri. G.N. Das.

#### AWARD

(Passed on this 12th day of October, 2011)

By order dated 18/05/2007, the Central Government, in exercise of the powers conferred by clause (d) of Sub Section (1) and sub section 2(A) of section 10 of the Industrial Dispute Act 1947 (Central Act 14 of 1947) has referred the following dispute for adjudication of this Tribunal.

"Whether the action of the management of Khadi & Village Industries Commission, Goa in terminating the services of their workman Smt. Maya Sagar Raikar, Sweeper w.e.f. 1/6/2005, is legal and justified?

If not to what relief the workman is entitled to?"

2. On receipt of the reference IT/33/2007 was registered. Notices were issued to both parties. Pursuant to which the Party I filed her claim statement at Exb. 8 and Party II filed its written statement at Exb. 11. The rejoinder of the Party I is at Exb. 12.

3. The Party I is employed with the Party II as sweeper w.e.f. 11/7/1997. The Party I claimed that she was as class IV employee and that initially she was paid salary of Rs. 300/- which was subsequently revised to Rs. 1000/- per month. The Party I has claimed that since the date of her appointment till the date of her termination she has worked continuously for 240 days and more.

4. The Party I has claimed that on 31/5/2005 when she had reported for work, the State Officer of the Party II orally informed her that her services stand terminated w.e.f. 1/6/2005 for want of availability of work. Aggrieved by this action the Party I addressed a letter dated 31/8/2005 to the Commissioner, Khadi & Village Industries Commission, Government of India, Mumbai. Copy of the said letter was also sent to the Director at Mumbai and Asstt. Director at Panajim. However, the Party I did not receive any communication from the said authorities. The Party I therefore raised an Industrial Dispute before the Asstt. Labour Commissioner (Central) Government of India, Vasco da Gama, Goa. The said dispute was admitted in conciliation however no settlement could be arrived at.

5. The Party I has claimed that the action of the Party II in terminating her services is illegal and unjustified. The Party I has claimed that the Party II has recruited a new worker in her place. The Party I has claimed that she is entitled for reinstatement with all consequential benefits.

6. The Party II has denied that the Party I was a workman within the meaning of Section 2 (s) of the Act. The Party II has claimed that the Party I was engaged to clean office premises and that she used to work for an hour every day and that she was paid Rs. 300/- per month. The Party II has denied that the Party II has completed 240 days of continuous service. The Party II has stated that the Party I is not entitled for reliefs as claimed.

7. Based on the aforesaid pleadings following issues were framed:

1. Does Party I prove that she was employed by the Party II as its workman as defined under Section 2 (s) of the Industrial Disputes Act, 1947?
2. Does the Party I prove that she has actually worked under employer, that is the Party II for

not less than 240 days during a period of 12 calender months preceding the date 1/6/2005?

3. Whether the action of the Party II in terminating services of the Party I with effect from 1/6/2005 is legal and justified?
4. To what, relief the Party I/Workman is entitled?
5. What Award?

8. The Party I has not adduced any evidence. The Party II has examined its Asstt. Director Incharge, Shri Ram Narayan. I have perused the records and considered the arguments advanced by the Lnd. Adv. Shri G.N. Das.

9. **Issues No. 1 and 2:** At the outset it may be mentioned that the Party I had filed her affidavit in evidence at Exb. 20 and cross examination of Party I was partly recorded. During the pendency of the proceedings the Party II gave a proposal for settlement (Exb. 33.) whereby the Party II proposed that the Party could render her services on temporary basis for one hour every day to clean and sweep the office premises of the Party II, at a fixed remuneration and with out any perks. The said proposal was not acceptable to the Party I and as such, it was decided to proceed on the merits of the case. The Party I was called upon to subject herself for further cross-examination and to adduce further evidence if any. It is however to be noted that despite several opportunities given, the Party I neither subjected herself for cross-examination nor adduced any further evidence. Since the Party I has not subjected herself for cross-examination, the affidavit in evidence at Exb. 20 cannot be looked into. Consequently the Party I has failed to discharge the burden of proving that she is a workman within the meaning of section 2(s) of the Act and that she has rendered continuous service of not less than 240 days during the period of twelve calender months preceding the date of her termination. This being the case issues no. 1 and 2 are answered in negative.

10. **Issue No. 3:** Shri Ram Narayan Das, Asstt. Director Incharge, of the Party II has filed his affidavit in evidence at Exb. 37. He has deposed that the Party I was not employed as class IV employee and that no such post exists in the state office of Party II. He has deposed that no formal requisition for the said post was published and that the Party I had not applied for any such post. He has stated that the Party I was doing the work of cleaning and sweeping the office premises of the Party II, which is approximately 140 sq. mtrs. He has deposed that the Party I was not in regular employment but was working only for one hour per day. He has deposed that the Party I was not paid salary but was paid remuneration for the said job vide daily payment vouchers. He has deposed that the Party I has violated the trust reposed in her by the Party II and she also indulge in the acts of breach of discipline.

The evidence of this witness which has gone unchallenged clearly indicates that the Party I was not a regular employee and that her services were engaged only for one hour on every working day. The evidence of this witness therefore indicates that the Party I is not a workman and that the termination of the services does not amount to retrenchment within the meaning of section 2(oo) of the Act. There is absolutely no evidence to indicate that the Party II has terminated the services of the Party I in contravention of any mandatory provision of the Act. This being the case the termination of the Party I cannot be said to be illegal and unjustified. Issue no. 3 is therefore answered in the affirmative.

11. Issue No. 4: The Party I has failed to prove that she is a workman within the meaning of section 2(s) of the Act and that her termination is illegal and unjustified. The Party I is therefore not entitled for any relief. Issue no. 4 is answered accordingly.

Under the circumstances and in view of discussion supra, I pass the following order.

#### ORDER

1. The action of the management of Khadi & Village Industries Commission, Goa in terminating the services of their workman Smt. Maya Sagar Raikar, Sweeper w.e.f. 1/6/2005, is held to be legal and justified.
2. The Party I is not entitled for any relief.

The reference stands answered accordingly.

Inform the Government accordingly.

Dated: 12/10/2011.

Place: Panaji. A. PRABHUESSAI, Presiding Officer  
नई दिल्ली, 14 फरवरी, 2012

का० आ० 991.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स वी० बी० एस० इन्जीनियरिंग वर्क्स, वास्को-डी-गामा प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण पानाजी के पंचाट (संदर्भ संख्या आई-टी०/07/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-02-2012 को प्राप्त हुआ था।

[सं० एल-14011/51/2009-आई आर (डीजू०)]  
रमेश सिंह डेस्क, अधिकारी

New Delhi, the 14th February, 2012

S.O. 991.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. IT/07/2010) of the Industrial Tribunal cum Labour Court, PANAJI as shown in the Annexure, in the Industrial dispute

between the employers in relation to the M/s V.B.S. Engineering Works, Vasco da Gama and their workman, which was received by the Central Government on 14/02/2012.

[No. L-14011/51/2009-IR(DU)]  
RAMESH SINGH, Desk Officer

#### ANNEXURE

#### IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

#### GOVERNMENT OF GOA

#### AT PANAJI

(BEFORE SMT. ANUJA PRABHUESSAI,  
HON'BLE PRESIDING OFFICER)

REF.NO. IT/07/2010

Workmen,

Rep. by the President,  
Goa Trade & Commercial Workers Union  
Velho Building, 2nd Floor,  
Panaji Goa. ... Workmen/Party I

V/s

M/s V.B.S. Engineering Works,  
Swaraj Co-op. Housing Society Ltd.,  
2nd Floor, New Vadém,  
Vasco da Gama. ... Employer/Party II

Workmen/Party I represented by Adv. Suhas Naik  
Employer/Party II represented by Adv. S.K. Manjrekar

#### AWARD

(Passed on this 27th September, 2011)

By order dated 28.01.10, the Central Government, in exercise of powers conferred under section (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act, 1947, has referred the following dispute to this Tribunal for adjudication.

*"Whether the demand of Goa Trade and Commercial Workers Union for payment of bonus for the accounting year 2007-08 and 2008-09 from the management of M/s V.B.S. Engineering, Contractor, for M/s Goa Shipyard Ltd., is legal and justified? If yes, what relief the workmen are entitled to?"*

2. Notices were issued to both parties pursuant to which the Party I has filed its Claim Statement at Exh. 5 and the party II has filed the Written Statement at Exh. 6.

3. The Party I has claimed that the Party II is providing services to Goa Shipyard Ltd., by engaging contract workmen. The party II is undertaking jobs of Goa Shipyard Ltd., such as grinding, gauging, fabrication jobs etc. The Party II has engaged more than 100 workmen on its role

and these workmen are working with Party II since last several years without any break in service.

4. The Party I has claimed that these workmen are not given any statutory benefits. By letter dated 1.8.2009, the workers raised dispute regarding non payment of bonus for the years 2007-2008 and 2008-2009. The Party I has stated that the Party II has made sufficient profits and is in sound financial position, despite which it has not conceded to the demands. The conciliation proceedings have also ended in failure. The Party I has claimed that the demands raised by it are just, fair and proper and that they are entitled for bonus as claimed.

5. The Party II has claimed that it is neither under the control of the Central Government nor it is an industry covered under Section 2(a)(i) of the I.D. Act, 1947. Hence, the Central Government is not an appropriate Government to refer the dispute. The Party II has further stated that the provisions of the Payment and Bonus Act are not applicable to the Contractor and the reference is bad and not maintainable. The Party II has further stated that it has started its business activities since August 2005 and that during the period 2007-2008 and 2008-2009 it had not completed the minimum initial period of five year and for this reason, the reference is not maintainable. The Party II has further stated that it has not made any profit and that the demand raised by the Party I is illegal and unjustified.

6. The Party II has stated that it is a proprietary firm registered under Goa, Daman & Diu, Shops and Establishment Act. Since the firm is registered with authority of Goa Government, the Central Government has no authority to refer any issue of the Party II for adjudication. The Party II has further stated that the Shipyard had floated tenders for two years from August 2005 to August 2007 and the biennial rate contract was extended upto June 2008. The Party II has stated that the contract between the principal employer and the Contractor came to an end on 30.6.2008 and 31.10.2008. Hence, the relationship between the Principal employer and the Contractor came to an end on the respective dated of completion/termination of contract. The Party II has, therefore, challenged the maintainability of the reference as well as its liability to pay the bonus.

7. By application at Exb. 8, filed on 8.4.11, the Party I/Union has conceded that the Central Government is not the appropriate Government. The Party I has further stated that it does not wish to pursue the present reference and that it will raise the dispute before the appropriate Government.

8. The Party I has conceded that the Central Government is not the appropriate Government. The party I has chosen not to pursue the dispute. The statement made by the party I fortifies the case of the Party II that the reference is not maintainable. Hence, the proceeding stands closed. Inform the Government accordingly.

Sd/-  
A. PRABHUEDESSAI, Presiding Officer

Panaji: Dated: 27.09.2011

नई दिल्ली, 15 फरवरी, 2012

कां आ० 992.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड एवं के प्रबंधसंत्र, के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ नं-2-के पंचाट (संदर्भ संख्या 446/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-02-2012 को प्राप्त हुआ था।

[सं. एल-30012/49/1998-आई०आर० (सी-I)]  
डी०एस०एस० श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 15th February 2012,

**S.O. 992.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the award (Ref. No. 446/2005) of the **Central Government Industrial Tribunal-cum-Labour Court-II, CHANDIGARH**, as shown in the annexure in the Industrial Dispute between the employers in relation to the management of **M/s Hindustan Petroleum Corporation Ltd.**, and their workman, which was received by the Central Government on 15/2/2012.

[No. L-30012/49/1998-IR(C-I)]  
D.S.S. SRINIVASARAO, Desk Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: SRI A.K. RASTOGI, PRESIDING OFFICER.

Case No. 1D 446/2005

Registered on 19.8.2005

Shri Lekh Ram C/o Sh. Ravinder Singh, Zonal Incharge, Bharatiya Mazdoor Sangh, Municipality Flats Prade, Jammu Tawi (J&K).

Petitioner

Versus

1. M/s Hindustan Petroleum Corporation Limited, Jeevan Bharti Building, Canaught Circus, New Delhi.
2. M/s Hindustan Petroleum Corporation Limited. Ltd, Regional Office, Plot No.6, Sector 19-B, Chandigarh.

3. Hindustan Petroleum Corporation Limited,  
LPG, Bottling Plant, SIDOO Ind. Estate, Bari  
Brahmana, Jammu.

Respondents

**APPEARANCES**

For the workman : Sh. Subhash Talwar A.R.  
For the Management : Sh. Subhash Ahuja  
Advocate.

**AWARD**

**Passed on 19 Jan 2011**

Central Government vide Notification No.L-30012/49/98-IR(C-1) Order No.8(4)/98-AKJ dated 15.3.1999 in exercise of its power under Section 10 Sub-Section (1), Clause (d) and Sub-Section (2A) of the Industrial Disputes Act (hereinafter called as Act) has referred the following dispute for adjudication to this Tribunal.

“क्या कर्मचारी संघ की मांग कि श्री लेखराम इलैक्ट्रीशियन को दिनांक 05.03.91 से श्रेणी M-06 में इलैक्ट्रीशियन कम जैनेरेटर ओपरेटर का वेतनमान दिया जाए तथा तदपश्चात श्रेणी M-08 में पदोन्नत किया जाए उचित व मान्य है। यदि है तो ये किस तिथि से किस राहत के पात्र है।”

The Workman has raised an industrial dispute by stating that on 17th September, 1987 he had been appointed by the respondent management as Electrician in Grade M-05 at LPG Bottling Plant at bari Brahmana, Jammu. His nature of job was that of Electrician-cum-Generator Operator and accordingly he falls under Grade M-06. But the said grade was not given to him despite several representations. In a settlement between the union and the management on 5.3.1991 the category of Electrician-cum-Generator Operator was revised and classified in the Grade of M-08 from M-06. He was entitled to M-08 w.e.f. 5.3.1991 but that too was not given to him. According to the workman the action of management in not implementing the settlement was arbitrary, illegal, wrongful, motivated, unfair labour practice and against the principles of natural justice. He has claimed Grade M-06 from 17-10-1987 and Grade M-08 from 5.3.1991 along with arrears.

The claim was contested by the management and it was contended that the workman has already availed the benefits of the settlement dated 5.3.1991 (hereinafter called settlement). He has been beneficiary of two promotions by virtue of the aforesaid settlement and is already in S/G M-07 effective from September 1993 and is likely to be promoted to S/G M-08. It was further contended that at the Bottling Plant Bari Brahmana there is only one post of Electrician and electricians are required to operate generators also. The post of Electrician-cum-Generator

Operator falls within Grade M-06 and that of the Electrician in Grade M-05 and as per settlement some posts of Grade M-06 were upgraded to Grade M-08 and that of Grade M-05 of M-06 and the category of Electrician was never revised or reclassified in Grade M-08 from M-06. Management has alleged the claim frivolous and vexatious.

In support of his case the workman gave his statement while on behalf of management the statement of Sh. P.K. Uppal was recorded. Besides the oral evidence the parties relied on certain documents also which will be referred at proper place.

Learned counsel for the workman appeared to argue the case but none appeared on behalf of management for arguments despite notices sent to management by registered post on 29.10.2010. Management remained absent on 14.12.2010 and 25.1.2011. As it is a very old case hence on 25.1.2011 it was fixed for ex parte arguments of workman and the learned counsel for workman was heard on 10.3.2011. I have perused the record. Admittedly, the rights and liabilities of the parties are to be regulated by the provisions of the settlement.

The learned counsel for the workman argued that as the nature of the job of the workman was that of Electrician-cum-Generator Operator and admittedly he was operating the generator also hence he is entitled to the grade meant for Electrician-cum-Generator Operator. In this regard it is important that as per appointment letter dated 17.9.1987 Exhibit W-2 and also as per the statement of workman himself in the claim statement as well as in his evidence he had been appointed as Electrician and from the settlement Exhibit W-9, it is clear that there are posts A.C Operator-cum-Electrician/A.C Attendant/Electrician-cum-Generator Operator as well as that of Electrician-II and Electrician-I.

Post of A.C Operator-cum-Electrician/A.C Attendant/Electrician-cum-Generator Operator was of Grade M-06 which was revised to Grade M-08 by settlement. While post of Electrician-II was of Grade M-05 and revised to M-06 by virtue of settlement and that of Electrician-I was of M-06 and was revised to M-07. The appointment of workman was as Electrician hence, he cannot claim the grade of Electrician-cum-Generator Operator irrespective of the fact that he was operating the generator also. The entitlement to the pay of grade depends on the post on which the workman was appointed and not on the nature of job which he performed. In this regard the statement of the management witness is important according to which it was not only the workman who was performing the duty of Generator Operator but at times other persons also do the same job and at times even the officers do the job when the need arises. In this regard it is also important that at Bottling Plant at Bari Brahmana there is no post of Electrician-cum-Generator Operator according to the management. The workman also has not pleaded that there

exist such post in the Bottling Plant. He is demanding the grade on the ground of his nature of job and not on the basis of post. The grade of a post which is not available in the establishment is not admissible to a workman. Hence, the demand of Karamchari Sangh to give Grade M-06 of Electrician-cum-Generator Operator to workman w.e.f. 5.3.1991 and thereafter to promote him in Grade M-08 is not just and acceptable. The workman is not entitled to any relief. Reference is answered against him. Let two copies of the award be sent to Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 15 फरवरी, 2012

**का० आ० 993.—औद्योगिक विवाद अधिनियम, 1947 (1947 का० 14) की धारा 17 के अनुसार मैं केन्द्रीय सरकार जनरल मैनेजर, टेलीकाम डिस्ट्रिक्ट विनयनगरम एण्ड अदर्स प्रबंध तंत्र, के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, हैदराबाद के पंचाट (संदर्भ संख्या एल०सी०न०-22/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-02-2012 को प्राप्त हुआ था।**

[सं० एल-42025/03/2012-आई०आर० (डी०य०)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 15th February, 2012

**S.O. 993.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the award (Ref. L.C. No. 22/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial dispute between the employers in relation to the management of The General Manager, Telecom District, Vizianagaram & others and their workman, which was received by the Central Government on 15/2/2012.

[No. L-42025/03/2012-IR(DU)]  
RAMESH SINGH, Desk Officer

#### ANNEXURE

#### Before the Central Government Industrial Tribunal Cum Labour Court at Hyderabad

#### PRESENT:—

Shri Ved Prakash Gaur, Presiding Officer

Dated the 23rd day of December, 2011

Industrial Dispute L.C. No.22/2006

#### BETWEEN:

Sri M. Babji,  
S/O Late Simhachalam,  
R/O H.No. 79, Pedda Veedhi  
Jonnaguddi, Vizianagaram-535002.

.....Petitioner

And

1. The Junior Telecom Officer,  
Departmental Telegraph Office,  
Vizianagaram

2. The General Manager,  
Telecom District,  
Vizianagaram.

.....Respondents

#### APPEARANCES:

For the Petitioner : M/s.D. Jagannadha Murthy & G.V.L.N. Murthy, Advocates

For the Respondent : Sri Y. Raveendra, Advocate

#### AWARD

This petition under Sec.2 A (2) of the I.D. Act, 1947 is filed by Sri M. Babji, an ex- employee of Telecom Department challenging the action of his disengagement from the service w.e.f. 1.2.2004 and to reinstate him into the service with full back wages.

2. It has been alleged by the Petitioner that he joined the Respondent's organization in the year 1994 as club boy, in addition to that duty he performed the duty of night watchman, water boy-cum-gardener and also for delivery of the messages on daily wage basis. He continued to work in that capacity for more than 9 years upto 31.1.2004 uninterruptedly, however his services were not regularized by the management. the Petitioner made representation for regularization of his services which was forwarded by the then Sub-Divisional Officer, Phones, Vizianagaram vide letter No.EST-14/20-21/MB, dated 26.9.2000 Service certificate was issued by the Respondent certifying the satisfactory services of the Petitioner vide certificate dated 30.7.2001

3. A circular dated 25.8.2000 bearing No. 269-13/99-SJN-11, was issued by the Department of Phones wherein it was clearly mentioned that those part time workers who have worked for less than 4 hours per day and who have completed 240 days in preceding 12 months their services may be converted into full time casual workers. Again the Chief General Manager, Telecom A.P., issued a circular to Respondent officials dated 26.4.2001 directing the officials concerned to convert all part time causal labourers who worked more than 4 hours a day or less than 4 hours per day into full time causal workers. In view of this circular the Petitioner was entitled for conversion as a full time casual workers. But the Respondent management did not convert the services of the Petitioner. He continued to work in that casual labour's capacity upto 31.1.2004. At

the time of his disengagement he was drawing Rs. 1345/- per month as wages. The management has disengaged the services of the Petitioner without any notice or retrenchment compensation as such, unfair labour practice has been played by the management. Hence, this petition challenging the action of termination.

4. The management has filed counter statement alleging therein that erstwhile Telegraph Traffic Wing of Department of Telecommunications engaged causal workers on hourly basis in the year 1994 for house-keeping works, delivery of telegrams. However, after amalgamation of Telegraph Traffic wing with Telecom Engineering wing, the position of part time causal labour was reviewed and was found that there was excess of the staff. Subsequently, part time casual labours engaged by the erstwhile Telegraph Traffic Wing were discontinued by Heads of Secondary Switching Areas in view of the ban imposed on engagement of casual labour vide DG P&T Lr. No.270/06/84-STN dated 30.3.1985 and subsequent orders. However, the In-charge of DTO-Vizianagaram has engaged causal labours on emergency needs for house-keeping and delivery of Telegrams on purely hourly basis for which payments were made from the imprest/temporary advances fund. Accounting Wing in the office of General Manager, Telecom district raised objection with this procedure because there was ban on the engagement of the casual labour. Accordingly, the In-charge of Telecom office was ordered to stop such engagement of labourers. Sri M. Babaji was not engaged as a casual labour even on need basis for performing house keeping works. It has further been alleged that Petitioner was never engaged work as casual labour either for duty of watchman or water boy in DTO, as such, continuous working of the petitioner more than 9 years does not arise. It is alleged that even for part time/ casual labour appointment orders were being issued by clearly indicating the name of the part time worker, place where he was employed and letter of duty to be performed by him, number of hours of duty to be performed on hourly basis. But, no such appointment order was issued nor any records have been maintained in respect of the Petitioner. It has further been alleged that old records are not available in DTO, Vizianagaram as they were weeded out as per Retention Schedule on expiry of the period of preservation.

5. It is further alleged that instructions were issued by General Manager, Telecom. Vizianagaram to stop engagement of part time and casual labours it was against the rules of Bharat Sanchar Nigam Ltd., as such, there was no question of regularization of services of Sri M. Babaji. Sir M. Babaji was neither appointed as part time worker by competent authority by specific order nor any muster rolls were maintained for such labour. He was not considered as part time or casual as such there was no question of regularization of his services. Petitioner was engaged intermittently after long intervals purely on hourly basis whenever regular waterman and watchman went on leave.

There is no shortage of Gr. D. staff. However, the In-charge JTO, DTO, Vizianagaram might not have been aware of the ban of engagement of the part time workers and carelessly forwarded the representation of the Petitioner to Sub-Divisional Officer, Vizianagaram to regularize the services of the Petitioner. The JTO is not competent to issue service certificate as such, the certificates issued by JTO is not a valid one. As per records the Petitioner was engaged on few occasions only as casual labour during January, 2000 to July, 2001 that too only during the leave period of the regular officials. Petitioner has mentioned in his claim statement some where that as if Petitioner is a woman candidate but, no woman candidate by name M. Babaji existed in JTO, vizianagaram's office.

6. As regards letter No.269-13/99-STN-II dated 25.8.2000, New Delhi this letter is not applicable in the case of the Petitioner, it is applicable only in those cases where the casual workers were engaged by a specific order. The Petitioner was not covered by any of circulars. There was complete ban on engagement of the causal or part time workers as such, the Petitioner's claim is devoid of any merit. Petitioner was not engaged by any written order of the Respondent's organization. His occasional casual services purely on hourly basis can not be converted into full time on regularization in accordance with the instructions of contained in the Bharat Sanchar Nigam Ltd., Corporate Office, New Delhi vide letter No.269-7/2002/par-iV dated 27.2.2003. There is no sufficient work in JTO, Vizianagaram. Petitioner's case is squarely covered by the judgement of Hon'ble Supreme Court in the case of *Uma Devi Vs. State of Karnataka* referred in 2300 SCC (4) Page 1 and petition deserves to be dismissed.

7. Parties were directed to lead their evidence. Petitioner workman has filed his affidavit as his examination in chief in support of his claim statement. He has filed five documents marked as Ex.W1 to W5 and another 4 documents marked as EX.W6 to W9 along with causal remittance receipts and has verified those documents on oath before this Tribunal. He appeared for cross examination but he was not cross examined as the Respondent did not attend the hearing and cross examined the witness.

8. Petitioner workman has filed a petition under order 16 Rule 6 read with Sec. 151 of C.P.C. and Sec. 11 of the Industrial Disputes Act, 1947 as back as on 19.2.2007 for summoning of documents from the Respondents mentioned in the accompanying affidavit and this Tribunal allowed this petition vide order dated 21.10.2008. But, that documents were not filed by the Respondents nor Respondent appeared before this Tribunal.

9. Respondent has not filed any evidence, though ample opportunity was given to the Respondent, as such, the matter was posted for the argument.

10. On the date of argument Respondent did not appear nor made any written submission. However, the Petitioner appeared through his counsel and argued his case and also filed written arguments as well as case laws in support of his argument.

11. I have considered the oral and written submission of the Learned Counsel for the workman who has argued that Petitioner workman's contention is that he was engaged as club boy in the year 1994 in the Respondent's organization. He was performing the duty of the night watchman and water boy and messenger as well. Though he worked on hourly basis, he continued in that capacity for more than 9 years. He used to get wages as per hourly basis.

He worked upto 31-1-2004, but, abruptly his services were disengaged *w.e.f.* 1.2.2004. During continuation of his services he made severral representations vide Ex. W1, W2 dated 26.9.2000 and 23.1.2004 but, his services were not regularized. He has filed service certificate dated 30.7.2001, timing sheet dated 5.9.94 and wage sheet for the period January, 2003 to December, 2003. This prove that Petitioner has worked for continuous nine years and wages sheet from January, 2003 to December, 2003 prove that Petitioner has worked for more than 240 days in the year preceding the year of his termination from the service and as such, the action of management in terminating the services of the Petitioner without following the due process of law mentioned in the Industrial Disputes Act, 1947, without payment of retrenchment compensation is unfair labour practice and the action of the management is illegal, arbitrary, violative of principles of natural justice.

12. Learned Counsel for the Petitioner has further argued that in the present case, **case law referred by the management in the counter statement i.e. 2000 SCC (4) page 1 Umadevi Vs., State of Karnataka** is not applicable because in this case the Respondent has contended in the written statement that "Petitioner was engaged on fewer occasions only as a casual labour during the period January, 2000 to July, 2001", this averment of the Respondent in its own counter statement is a proof of engagement of the Petitioner and that proves the Petitioner has worked for more than 240 days even in the years January, 2000 to July, 2001. The management has further contended that there was specific procedure for the engagement of the casual worker or daily wager by a written appointment order which specifies therein the nature of the duty of working hours and payment per hour, but no such order was issued in the case of the Petitioner worker. However, the management has contended that the record for the period in which the Petitioner has worked has been destroyed or weeded out. Not only that Petitioner workman has applied before this Tribunal to direct the management to produce the documents wherein the Petitioner's record was maintained in year of his

engagement was made but, even after the specific order of this Tribunal, management has not produced the document nor gave any specific explanation before this Tribunal for non-production of the document, thus, adverse inference should be drawn against Respondent. This amply proves that the Petitioner workman was engaged by the management by legal means. But, just to deprive the Petitioner of his legal dues and his absorption and regularization of his services, the management has concealed the documents in its custody. Thus, there is legal presumption that Petitioner was lawfully engaged by the management in the year 1994 or 2000 he worked upto 31.1.2004 continuously without any break. As such, in view of circular of the Department of Telecommunications even if the Petitioner was working for less than 4 hours, he was entitled for conversion as full time casual worker but, instead of converting the services of the Petitioner from a part time casual worker to a full time casual worker. His services were disengaged because he moved an application on 27.1.2004 for regularization of his services and Umadevi's case is not applicable in the present case. The Learned Counsel for the Petitioner has argued that the Petitioner's case is squarely covered by **case law reported in Dena Bank Employees Union, Hyderabad Vs. Industrial Tribunal-I, Hyderabad** in which termination of the services of badli peon without observation of Sec. 25F which was found to work from 20.9.1992 to 10.3.95 was quashed by Hon'ble High Court and he was reinstated in the service on the ground that the Petitioner of that case worked for more than 240 days continuously and as such his services could not be terminated without observance of the Sec. 25F of the Industrial Disputes Act, 1947. He has further relied on the **case law reported in Andh WR 2 (1995) page 38 between Union of the India Vs. Mohd. Saheb. RL W(Raj) 2 (1989) page 290 between Yashwant Singh Yadav Vs. State of Rajasthan.** I have considered the above argument and the judgement of Hon'ble High Court of A.P., Hyderabad and Hon'ble High Court of Rajasthan and evidence of the Petitioner and pleadings of the parties.

13. This Tribunal has to consider the following points:—

(I) Whether the action of the management is disengaging the Petitioner's services from 1.2.2004 is illegal, arbitrary and against the principles of natural justice or not?

(II) To what relief if any the Petitioner is entitled?

14. **Point No. (I):** The Petitioner's case is that he was engaged in 1994 though the order of engagement is challenged by the management, in para 4(II) of the counter statement, the management has admitted that Petitioner was engaged in January, 2000 to July, 2001. The date of disengagement has not been challenged by the management. The management's contention is that there was complete ban on engagement of the casual labourers. But the authority at Vizayanagaram JTO office were not conversant with the ban order and they employed or

engaged the Petitioner. This prove that even after imposition of the ban, the Petitioner was engaged by the management's subordinate staff of the Vizayanagaram office. Thus, the Respondent management can not take shelter of a ban order on engagement of casual or daily wages employees. Petitioner workman has filed copy of the representation for regularization of his services not only once, but he has applied for regularization of his services on different occasions:—(i) on 26.9.2000, again another representation Ex. W2, this prove that Petitioner was working and approached the Telecom authority to regularize his services. Had he been not in service, his application could not have been forwarded by the Junior Telecom Officer to Sub-Divisional Officer for the regularization of the services. The Petitioner has filed service certificate issued by the JTO, dated 30.7.2001 and he has further filed wage sheet for the period from January to December, 2003. Again the Petitioner has filed list of short duty staff dated 30.7.2003 wherein Petitioner has been deputed as Teleman water man and gardener, and telecommunication messenger. Not only that the Petitioner has filed 30 receipts for the year 2002 which prove that the Petitioner has received money from the customers which was due to the Telecom Department as messenger of customer service centre for the year 2002. This coupled with the statement of the Petitioner as his affidavit is uncontraverted affidavit and his unchallenged statement on oath before this Tribunal, proves that Petitioner was lawfully engaged as water boy cum gardener cum Telecom Messenger and the contention of the management that Petitioner was not engaged by any written order is devoid of merit and without any basis. The documents produced by the Petitioner proves that Petitioner was engaged by written order. He has worked for more than 240 days before disengagement from the service but his services were abruptly terminated without following the principles laid down under Sec. 25 F of the Industrial Disputes Act, 1947 as such, **in view of the case law reported in 2004(6) ALT page 32, in the matter of Dena Bank Employees Union, Hyderabad Vs. Industrial Tribunal-1, A.P., Hyderabad**, the action of management is illegal, arbitrary and against the principles of natural justice. It amounts to unfair labour practice and unjustified. Hence, Point No. (I) is decided accordingly.

**15. Point No. (II):** The Petitioner has proved that his engagement was lawfully made, he was terminated without following the due process of law, without payment of retrenchment compensation or without any notice or compensation in lieu of the notice as such, the action of the management is illegal, arbitrary, unjust and liable to be quashed. Hence, it is being quashed. Point No. (II) is decided accordingly.

**16.** From the above discussion and conclusion this Tribunal is of the view that the action of the management

in disengaging the services of the Petitioner Sri M. Babaji as part time labour is arbitrary, illegal and unjustified against the principles of natural justice and it is being quashed. The Petitioner is entitled to be reinstated in the service. However, he is not entitled for back wages. He will be entitled for the wages from the date he is re-engaged. He is entitled for costs of Rs. 1,000/- for the expenses of this dispute from the Respondent. Hence, this award, the Respondent is directed to reinstate the Petitioner within two months from the date of receipt of this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 22nd Day of December, 2011.

VED PRAKASH GAUR, Presiding Officer.

#### Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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WW1: Sri M Babaji

Nil

#### Documents marked for the Petitioner

Ex. W1: Copy of representation of WW1 to Respondent dt. 26.9.2000

Ex. W2: Copy of representation of WW1 to Respondent dt. 23.1.2004

Ex. W3: Copy of service certificate dt. 30.7.2001

Ex. W4: Copy of out turn slip dt. 5.9.94

Ex. W5: Copy of wage sheet for the period from January to December, 2003

Ex. W6: Copy of Ir No. 269-13/99-STN II dt. 25.8.2000

Ex. W7: Copy of Ir. No. TA/STB/20-2/corr/PTS/2000 dt. 26.4.2001/1.5.2001

Ex. W8: Copy of list of short duty staff dt. 30.7.2003

Ex. W9: Copy of bunch of Petitioner's acknowledgement of receiving cash for remitting the same in head office containing 30 Nos.

#### Documents marked for the Respondent

NIL

नई दिल्ली 16 फरवरी, 2012

का० आ० 994.—ऑद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वी०सो०सी०एल० एवं के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकारण, जबलपुर के पंचाट (संदर्भ संख्या 37/2000) को प्रकाशित

कहता है, जो केन्द्रीय सरकार को 16/02/2012 को प्राप्त हुआ था।

[सं. एल-20012/265/2000-आईआर(सी-1)]  
डॉ॰एस॰एस॰ श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 16th February, 2012

S.O. 994.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 159/2009) of the *Central Government Industrial Tribunal-eum-Labour Court-2, Dhanbad* as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their workman which was received by the Central Government on 16/2/2012.

[No. L-20012/265/2000-IR(C-I)]  
D.S.S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

#### PLAINTIFF

Sri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 17(1)(d) of the I.D. Act, 1947.

Reference No. 159/2009

Plaintiff : Employers in relation to the Management of Kusunda Area of M/s BCCL and their workman.

#### DEFENDANT

Defendant : Mr. N.G. Arun, Rep. of the workman;

Defendant : Mr. S.N. Ghosh, Ld. Advocate;

Place : Dhanbad  
Industry : Coal.

Dated, Dhanbad, the 31st Jan., 2012.

#### ORDER

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 17(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-20012/265/2009 (C-I) dated 25.10.2009.

#### SCHEDULE

"Whether the action of the Management of Godhur colliery of M/s BCCL in denying to regularise Sri Dilip Kumar Sharma in Clerical Grade-II is fair and justified if not, to what relief is the concerned workman entitled and from what date?"

2. Mr. N.G. Arun, the Representative of the workman along with workman Dilip Kumar Sharma is present but Mr. S.N. Ghosh, the Ld. Advocate for the management did not appear nor any witness for the evidence of the workman has been produced.

Moving the petition dt. 11.12.2009, Mr. N.G. Arun, the Ld. Counsel cum Union Representative has submitted that the Management of M/s BCCL has assured to regularise the workman in proper order and place so the workman pressed for passing an order for withdrawal of the case. Peruse the case record, I find the present case relating to denial of the management to the regularisation of the workman is Clerical Gr. II has been pending for evidence of the workman since 7.12.2004 but meanwhile the workman also filed a petition dt. 10.01.2012 for withdrawal of the case. Since Reference is referred by the Government of India, Labour Ministry for adjudication, so its withdrawal is not legally permissible on the ground of assurance of the management towards the workman concerning his claim under adjudication. Though there is not any written settlement between both the parties, yet the workman as sponsored by the Union declined to proceed with the case for the aforesaid alleged assurance of the management concerning his regularisation. As such the conduct of the Union Representative as well as workman clearly indicates their intention not to proceed with the case. Hence, the case is closed and accordingly, an order of no dispute is passed for the interest of the workman.

KISHORI RAM, Presiding Officer

नई दिल्ली, 16 फरवरी, 2012

का० आ० 995.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसार में, केन्द्रीय सरकार गो० एयरलाइंस प्र० लिमिटेड एवं के० प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुवंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकारण, नई दिल्ली न०-1 (संदर्भ संख्या 155/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/02/2012 को प्राप्त हुआ था।

[सं. एल-11012/49/2009-आईआर(सी-1)]  
डॉ॰एस॰एस॰ श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 16th February, 2012

S.O. 995.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 155/2011) of the *Central Government Industrial Tribunal-eum-Labour Court-1, New Delhi*, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Go Airlines Pvt. Ltd. and their workman which was received by the Central Government on 16/2/2012.

[No. L-11012/49/2009-IR(C-I)]  
D.S.S. SRINIVASA RAO, Desk Officer

## ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 1,  
KARKARDOOMA COURTS COMPLEX: DELHI

I.D. No. 155.2011

Shri Rodas Kumar S/o Sh. Ghurav Singh,  
Airport Employees Union, 3.  
V.P. House, Rafi Marg,  
New Delhi-110001

*Versus* WORKMAN

1. The General Manager (HR),  
Go Airlines Pvt. Ltd.,  
J.N. Herdia Marg, Ballard Estate  
Mumbai-400001.
2. The Base Incharge,  
Go Airlines Pvt. Ltd.,  
Delhi Regional Office,  
Terminal-I, IGI Airport,  
New Delhi-110001

Management

## AWARD

A contractual employee joined services of Go Airlines (India) Pvt. Ltd. (herein after referred to as the management) on 24.10.2007 as a driver. He was engaged for a period of six months. His contract was extended for another period of six months. His services were dispensed with on 16.10.2008. He raised a demand on the management for reinstatement of his services. When the management did not respond to his demand, he raised an industrial dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute for adjudication to the Central Government Industrial Tribunal No. 2, New Delhi, *vide* order No. [No. L-11012/49/2009-IR(C-I)], New Delhi, dated 22.9.2009, with following terms of reference:

- "(i) Whether the action of the management of M/s Go Airlines (India) Pvt. Ltd. as claimed by the Union in terminating the services of Shri Rodas Kumar S/o Sh. Ghurav Singh, driver w.e.f. 16.10.2008 is justified and legal? (ii) To what relief is the concerned workman entitled?"
2. It its order of reference, the appropriate Government directed the claimant, namely, Shri Rodas Kumar to file his claim statement before the Tribunal within a period of fifteen days of the receipt of the order. Despite the command, so given, he opted not to file his claim statement before the Tribunal.
3. Notice was sent to the claimant on 16.11.2009 calling upon him to file his claim statement on 30.12.2009. When claim statement was not filed, a notice by registered

post was sent on 6.9.2010 commanding him to file his claim statement on 30.8.2010. Another notice by registered post was sent on 11.11.2010, impressing upon him to file his claim statement on 7.12.2010. Despite service of notices, referred above, no claim statement was filed.

4. Vide order No. Z-22019/6/2007-IR(C-II) dated 30th March, 2011, the matter was transferred to this Tribunal by the appropriate Government, while using its powers under sub-section (1) of Section 33-B of the Industrial Disputes Act, 1947 (in short the Act).

5. Notice by registered post was sent to the claimant calling upon him to file his claim statement on 7.7.2011. Despite service of the notice, no claim statement was filed by Shri Rodas Kumar.

6. When, so directed, the management filed its written statement/response to the reference order on 2.8.2011, supported by the documents. It emerged from the record that the claimant was first appointed for a period of six months by the management on 24.10.2007. His contract of service was extended upto 24.10.2008. Relevant clauses of his appointment letter are extracted thus;

"I Your contract will commence on October 24, 2007. The contract period will be of 6 months duration. After completion of six months period the contract will come to an end automatically. Depending upon availability of vacancies & subject to your satisfactory performance, we may offer permanent employment thereafter.

4. During the contract period, your appointment as a Loader/Driver is liable for termination at any time during this period without any notice and/or assigning any reason whatsoever."

7. As emerges out of record, contract of service of Shri Rodas Kumar was extened upto 24.10.2008. Extension of contract of service was for another period of six months. His services were dispensed with on 16.10.2008 in terms of stipulation contained in his letter of appointment. Question for consideration comes as to whether the act of the management amounts of retrenchment. For an answer, definition of the term is to be construed. Clause (oo) of section 2 of the Act defines retrenchment. For sake of convenience, the said definition is as extracted thus:

"(oo) "retrenchment" means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the

workman concerned contains a stipulation in that behalf; or

(bb) termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of services of a workman on the ground of continued ill-health."

8. Definition of retrenchment is very wide and in two parts. The first part is exhaustive, which lays down that retrenchment means the termination of the service of a workman by the employer "for any reasons whatsoever" otherwise than as a punishment inflicted by way of disciplinary action. Thus main part of the definition itself excludes the termination of service, as a measure of punishment inflicted by way of disciplinary action from the ambit of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of workman on reaching the age of superannuation, or (iii) termination of the service of a workman as a result of non-renewal of contract of employment, or (iv) termination of contract of employment in terms of a stipulation contained in the contract of employment in that behalf, or (v) termination of service on the ground of continued ill-health of the workman. Reference can be made to the precedents in Avon Services (Production Agencies) (Pvt.) Ltd. 1979 (I) LLJ 1 and Mahabir (1979 (II) LLJ 363).

9. Sub-clause (bb) purports to exclude from the ambit of the definition of retrenchment (i) termination of the service of a workman as a result of non-renewal of the contract of employment between the employer and the workman concerned, on its expiry, or (ii) termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The first part relates to termination of service of a workman as a result of non-renewal of the contract of employment between the employer and the workman concerned on its expiry. Thus "non-renewal of contract of employment" presupposes an existing contract of employment, which is not renewed. When services of an employee is terminated on account of non-renewal of contract of employment, between the employer and the workman, it does not amount of retrenchment. The second part refers to "such contract" being terminated under a stipulation in that behalf contained therein. The cases contemplated, under this part too, would not amount to retrenchment. However this sub-clause, being in the nature of an exception to clause (oo) of section 2 of the Act, is ruled to be construed strictly when contractual agreement is used as *modus operandi* to frustrate claim of the employee to become regular or permanent against a job. The adjudicator has to address

himself to the question whether the period of employment was stipulated in the contract of employment as a device to escape the applicability of the definition of retrenchment. See Shailendra Nath Shukla (1987 Lab. I.C. 1607), Dilip Hanumantrao Shrike (1990 Lab. I.C. 100) and Balbir Singh (1990 (I) LLJ. 443).

10. On review of law laid by the Apex Court and various High Courts, a single Judge of the Madhya Pradesh High Court, in Madhya Pradesh Bank Karamchari Sangh (1996 Lab. I.C. 1161) has laid following principles of interpretation and application of sub-clause (bb) of clause (oo) of section 2 of the Act:

- "(i) that the provisions of section 2(oo)(bb) are to be construed benevolently in favour of the workman,
- (ii) that if the workman is allowed to continue in service by making periodic appointments from time to time, then it can be said that the case would not fall under section 2(oo)(bb),
- (iii) that the provisions of section 2(oo)(bb) are not to be interpreted in the manner which may stifle the main provision.
- (iv) that if the work continues in service, the non-renewal of the contract can be deemed as *mala fide* and it may amount to be a fraud on statute.
- (v) that there would be wrong presumption of non-applicability of section 2(oo)(bb) where the work is of continuous nature and there is nothing on record that the work for which a workman has been appointed had come to an end."

11. Whether provisions of retrenchment, enacted in the Act, provide for any security of tenure? Answer lies in negative. Provisions of retrenchment provide for certain benefits to a workman in case of termination of his service, falling within the ambit of definition of retrenchment. On compliance of the requirements of section 25F or 25N and 25G of the Act, it is open to the employer to retrench a workman.

Termination of service of an employee during the period of probation was held to be covered by the exception contained in sub-clause (bb) of section 2(oo) of the Act, in C.M. Venugopal (1994 (I) LLJ 597). As per fact of the case, Regulation 14 of the Life Insurance Corporation of India (Staff) Regulation, 1962 empowered the Corporation to terminate the service of an employee within the period of probation. The employee was put on probation for a period of one year, which was extended by another year. Since he could not achieve the target to earn confirmation, his service was terminated in terms of Regulation 14 as well as order of appointment. The Apex Court ruled that the case was covered by the exception

contained in sub-clause (bb), hence it was not retrenchment.

13. In *Morinda Co-operative Sugar Mills Ltd. (1996 Lab. I.C. 221)* a sugar factory used to employ certain number of workmen during crushing season and at the end to the crushing season their employment used to cease. The Supreme Court held that despite the fact that the workmen worked for more than 240 days in a year, cessation of their employment at the end of crushing season would not amount to retrenchment in view of the provisions of sub-clause (bb) of section 2(oo) of the Act. It was observed as follows:

“4. It would thus be clear that the respondents were not working throughout the season. They worked during crushing seasons only. The respondents were taken into work for the season and consequent to closure of the season, they ceased to work.

5. The question is whether such a cessation would amount to retrenchment. Since it is only a seasonal work, the respondents cannot be said to have been retrenched in view of what is stated in sub-clause (bb) of Section 2(oo) of the Act. Under these circumstances, we are of the opinion that the view taken by the Labour Court and the High Court is illegal. However, the appellant is directed to maintain a register for all workmen engaged during the seasons enumerated herein before and when the new season starts the appellant should make a publication in neighbouring places in which the respondents normally live and if they would report for duty, the appellant would engage them in accordance with seniority and exigency of work.”

14. Above legal position was reiterated by the Apex Court in *Anil Bapuro Kanase (1997 (10) S.C.C. 599)* wherein it was noted as follows:

“3. The learned counsel for the appellant contends that the judgment of the High Court of Bombay relied on in the impugned order dated 28.3.1995 in Writ Petition No. 488 of 1994 is perhaps not applicable. Since the appellant has worked for more than 180 days, he is to be treated as retrenched employee and if the procedure contemplated under Section 25-F of the Industrial Disputes Act, 1947 is applied, his retrenchment is illegal. We find no force in this contention. In *Morinda Coop. Sugar Mills Ltd. v. Ram Kishan* in para 3, this Court has dealt with engagement of the seasonal workman in sugarcane crushing, in para 4, it is stated that it was not a case of retrenchment of the workman, but of closure of the factory after the crushing season was over. Accordingly, in para 5, it was held that it is not 'retrenchment' within the meaning of Section 2(oo) of the Act. As a consequence the appellant is not

entitled to retrenchment as per sub-clause (bb) of Section 2(oo) of the Act. Since the present work is seasonal business, the principles of the Act have no application. However, this Court has directed that the respondent management should maintain a register and engaged the workmen when the season starts in the succeeding years in the order of seniority. Until all the employees whose names appear in the list are engaged in addition to the employees who are already working, the management should not go in for fresh engagement of new workmen. It would be incumbent upon the respondent management to adopt such procedure as is enumerated above.”

15. In *Harmohinder Singh (2001 (5) S.C.C. 540)* an employee was appointed as a salesman by Kharga canteen on 1.6.1974 and subsequently as a cashier on 9.8.1975. The letter of appointment and Standing Orders, *inter alia*, provided that his service could be terminated by one month's notice by either party. He was served with a notice to the effect that his service would be relinquished with effect from 30.6.1989. Relying precedent in *Uptron India Ltd. (1998 (6) S.C.C. 538)* the Apex Court ruled that contract of service for a fixed term are excluded from the ambit of retrenchment. Decision in *Balbir Singh (supra)* was held to be erroneous. It was also ruled that principles of natural justice are not applicable where termination takes place on expiry of contract of service.

16. In *Batala Coop. Sugar Mills Ltd. (2005 (8) S.C.C. 481)* an employee was engaged on casual basis on daily wages for specific work and for a specific period. He was engaged on 1.4.1986 and worked upto 12.2.1994. The Labour court concluded that termination of his services was violative of provisions of section 25-F of the Act, hence ordered for his reinstatement with 50% back wages. Relying precedents in *Morinda Coop. Sugar Mills (supra)* and *Anil Bapuro Kanase (supra)* the Apex Court rules that since his engagement was for a specific period and specific work, relief granted to him by the Labour Court cannot be maintained.

17. The Apex Court dealt with such a situation again in *Darbara Singh (2006 LLR 68)* wherein an employee was appointed by the Punjab State Electricity Board as peon on daily wage basis from 8.1.1988 to 29.2.1988. His services were extend from time to time and finally dispensed with in June 1989. the Supreme Court rules that engagement of Darbara Singh was for a specific period and conditional. His termination did not amount to retrenchment. His case was found to be covered under exception contained in sub-clause (bb) of Section 2(oo) of the Act. In *Kishore Chand Samal (2006 LLR 65)*, same view was maintained by the Apex Court. It was ruled therein that the precedent in *S.M. Nilajkar (2003 (II) LLJ 359)* has no application to the controversy since it was ruled therein that mere mention about the engagement being temporary without indication

of any period attracts section 25F of the Act if it is proved that the concerned workman had worked continuously for more than 240 days. Case of Darbara Singh and Kishan Chand Samal were found to be relating to fixed term of appointment.

18. In BSES Yamuna Power Ltd. (2006 LLR 1144) Rakesh Kumar was appointed as Copyist on 29.9.89, initially for a period of three months as a daily wager. His term of appointment was extended up to 20.9.90. No further extension was given and his services were dispensed with on 20.9.90. On consideration of facts and law High Court of Delhi has observed thus:

"...In the present case, the respondent was appointed as a copyist for totaling the accounts of ledger for the 1986-87 and then for 1987-88. His initial appointment was for the period of three months. It was extended from time to time and no extension was given after 20th September, 1990. He was appointed without any regular process of appointment, purely casual and on temporary basis for specific work of totaling of ledger. When this work was over, no extension was given. I consider that appointment as that of the respondent is squarely covered under section 2(oo)(bb) of the Act. Giving of non extension did not amount to termination of service, it was not a case of retrenchment".

19. Precedents, handed down by Allahabad High Court in Shailendra Nath Shukla (supra), Bombay High Court in Dilip Hanumantrao Shirke (supra), Punjab & Haryana High Court in Balbir Singh (supra) and Madhya Pradesh High court in Madhya Pradesh bank Karamachari Sangh (supra) castrate sub-clause (bb) of section 2(oo) of the Act. Ratio decidendi in these precedents abrogates statutory provisions of sub-clause (bb) of section 2(oo) of the Act without even discussing the legality or constitutional validity of the clause. On the other hand the Apex Court in C.M. Venugopal (supra), Morinda Co-operative Sugar Mills Ltd. (supra), Anil Bapurae Kapase (supra), Harmohinder Singh (supra), Batala Coop. Sugar Mills Ltd. (supra), Darbara Singh (supra) and Kishore Chand Samal (supra) and High Court of Delhi in BSES Yamuna Power Ltd. (supra) spoke that case of an employee, appointed for a specific period which was extended from time to time, would be covered by the exception contained in sub-clause (bb) of section 2(oo) of the Act, in case his services are dispensed with as a result of non-renewal of the contract of employment between him and his employer, on its expiry or termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The law, so laid, holds the water and would be applied to the case of Sh. Rodas Kumar.

20. As detailed by the management in its response to the reference order, services of Shri Rodas Kumar were dispensed with in terms of stipulation contained in contract

of his employment. Action of the management does not amount to retrenchment, being covered by exemption enacted by sub-clause (bb) of clause (oo) of section 2 of the Act. When act of the management, in terminating his services, does not amount to retrenchment Shri Rodas Kumar cannot question it. Legality and justifiability of the act of the management cannot be questioned within the parameters of section 25-F, 25-G, and 25-H of the Act, since termination of services of Shri Rodas Kumar does not amount to retrenchment. Shri Rodas Kumar is not entitled to any relief. An award is, accordingly, passed. It be sent to appropriate Government for publication.

DR. R.K. YADAV, Presiding Officer

Dated 12.01.2012

नई दिल्ली, 16 फरवरी, 012

का० आ० 996.—ओद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार गो एवरलाइन्स प्रा० लिमिटेड एवं के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में, केन्द्रीय सरकार ओद्योगिक अधिकरण, नई दिल्ली नं-1 के पंचाट (संदर्भ संख्या 154/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/02/2012 को प्राप्त हुआ था।

[सं. एल-11012/54/2009-आई आर (सी-1)]  
डॉ.एस.एस. श्रीनिवास राव, डेस्क अधिकारी,

New Delhi, the 16th February, 2012

S.O. 996.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (*Ref. No. 154/2011*) of the *Central Government Industrial Tribunal-cum-Labour Court-I, Delhi*, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of *M/s. Go Airlines Pvt. Ltd.*, and their workman, which was received by the Central Government on 16/2/2012.

[No. L-11012/54/2009-IR(C-1)]

D.S.S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVT.

INDUSTRIAL TRIBUNAL NO. 1, KARKAROOMA  
COURTS COMPLEX: DELHI

I.D. No. 154/2011

Shri Hari Om S/o Sh. Kendra Pal,  
Airport Employees Union, 3,  
V.P. House, Rafi Marg,  
New Delhi-110 001.

Workman

Versus

1. The General Manager (HR),  
Go Airlines Pvt. Ltd.  
J.N. Herdia Marg, Ballard Estate,  
Mumbai-400001.
2. The Base Incharge,  
Go Airlines Pvt. Ltd.,  
Delhi Regional Office,  
Terminal-I, IGI Airport,  
New Delhi-110001.

Management

### AWARD

A contractual employee joined services of Go Airlines (India) Pvt. Ltd. (herein after referred to as the management) on 24.10.2007 as a loader. He was engaged for a period of six months. His contract was extended for another period of six months. His services were dispensed with on 16.10.2008. He raised a demand on the management for reinstatement of his services. When the management did not respond to his demand, he raised an industrial dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute for adjudication to the Central Government Industrial Tribunal No. 2, New Delhi, vide order No. L-11012/54/2009-IR(CM-I), New Delhi, dated 22.9.2009, with following term of reference:

"(i) Whether the action of the management of M/s Go Airlines (India) Pvt. Ltd. as claimed by the union in terminating the services of Shri Hari Om S/o Kendra Pai Loader w.e.f. 16.10.2008 is justified and legal? (ii) To what relief is the concerned workman entitled?"

2. In its order of reference, the appropriate Government directed the claimant, namely, Shri Hari Om to file his claim statement before the Tribunal within a period of fifteen days of the receipt of the order. Despite the command, so given, he opted not to file his claim statement before the Tribunal.

3. Notice was sent to the claimant on 16.11.2009 calling upon him to file his claim statement on 30.12.2009. When claim statement was not filed, a notice by registered post was sent on 6.9.2010 commanding him to file his claim statement on 30.8.2010. Another notice by registered post was sent on 11.11.2010, impressing upon him to file his claim statement on 7.12.10. Despite service of notices, referred above, no claim statement was filed.

4. Vide order No. Z-22019/6/2007-IR(C-II) dated 30th March, 2011, the matter was transferred to this Tribunal by the appropriate Government, while using its powers under sub-section (1) of section 33-B of the Industrial disputes Act, 1947 (in short the Act).

5. Notice by registered post was sent to the claimant calling upon him to file his claim statement on 7.7.2011.

Despite service of the notice, no claim statement was filed by Shri Hari Om.

6. When, so directed, the management filed its written statement/response to the reference order on 2.8.2011, supported by the documents. it emerged from the record that the claimant was first appointed for a period of six months by the management on 24.10.07. His contract of service was extended upto 24.10.2008 Relevant clauses of his appointment letter are extracted thus:

"1. Your contract will commence on October 24, 2007. The contract period will be of 6 months duration. After completion of six months period the contract will come to an end automatically. Depending upon availability of vacancies & subject to your satisfactory performance, we may offer permanent employment thereafter".

4. During the contract period, your appointment as a Loader/Driver is liable for termination at any time during this period without any notice and/or assigning any reason whatsoever".

7. As emerges out of record, contract of service of Shri Hari Om was extended upto 24.10.2008. Extension of contract of service was for another period of six months. His services were dispensed with on 16.10.2008 in terms of stipulation contained in his letter of appointment. Question for consideration comes as to whether the act of the management amounts to retrenchment. For an answer, definition of the term is to be construed. Clause (oo) of section 2 of the Act defines retrenchment. For sake of convenience, the said definition is as extracted thus:

"(oo) "retrenchment" means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the services of a workman on the ground of continued ill-health".

8. Definition of retrenchment is very wide and in two parts. The first part is exhaustive, which lays down that retrenchment means the termination of the service of a

workman by the employer "for any reason whatsoever" otherwise than as a punishment inflicted by way of disciplinary action. Thus main part of the definition itself excludes the termination of service, as a measure of punishment inflicted by way of disciplinary action from the ambit of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of workman on reaching the age of superannuation, or (iii) termination of the service of a workman as a result of non-renewal of contract of employment, or (iv) termination of contract of employment in terms of a stipulation contained in the contract of employment in that behalf, or (v) termination of service on the ground of continued ill health of the workman. Reference can be made to the precedents in *Avon Servies (Production Agencies) (Pvt.) Ltd.* (1979 (I) LLJ 1) and *Mahabir* (1979 (II) LLJ 363).

9. Sub Clause (bb) purports to exclude from the ambit of the definition of retrenchment (i) termination of the service of a workman as a result of non-renewal of the contract of employment between the employer and the workman concerned, on its expiry, or (ii) termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The first part relates to termination of service of a workman as a result of non-renewal of the contract of employment between the employer and the workman concerned on its expiry. Thus "non-renewal of contract of employment" presupposes an existing contract of employment, which is not renewed. When services of an employee is terminated on account of non-renewal of contract of employment, between the employer and the workman, it does not amount to retrenchment. The second part refers to "such contract" being terminated under a stipulation in that behalf contained therein. The cases contemplated, under this part too, would not amount to retrenchment. However this sub-clause, being in the nature of an exception to clause (oo) of section 2 of the Act, is ruled to be construed strictly when contractual agreement is used as modus operandi to frustrate claim of the employee to become regular or permanent against a job. The adjudicator has to address himself to the question whether the period of employment was stipulated in the contract of employment as a device to escape the applicability of the definition of retrenchment. See *Shailendra Nath Shukla* (1987 Lab. I.C. 1607), *Dilip Hanumantrao Shrike* (1990 Lab. I.C. 100) and *Balbir Singh* (1990 (1) LLJ. 443).

10. On review of law laid by the Apex Court and various High Courts, a single Judge of the Madhya Pradesh High Court, in *Madhya Pradesh bank Karamchari Sangh* (1996 Lab. I.C. 1161) has laid following principles of interpretation and application of sub-clause (bb) of clause (oo) of section 2 of the Act:

"(i) that the provisions of section 2(oo)(bb) are to be construed benevolently in favour of the workman,

- (ii) that if the workman is allowed to continue in service by making periodic appointments from time to time, then it can be said that the case would not fall under section 2(oo)(bb),
- (iii) that the provisions of section 2(oo)(bb) are not to be interpreted in the manner which may stifle the main provision,
- (iv) that if the workman continues in service, the non-renewal of the contract can be deemed as mala fide and it may amount to be a fraud on statute,
- (v) that there would be wrong presumption of non-applicability of section 2(oo)(bb) where the work is of continuous nature and there is nothing on record that the work for which a workman has been appointed had come to an end".

11. Whether provisions of retrenchment, enacted in the Act, provide for any security of tenure? Answer lies in negative. Provisions of retrenchment provide for certain benefits to a workman in case of termination of his service, falling within the ambit of definition of retrenchment. On compliance of the requirements of section 25F or 25N and 25G of the Act, it is open to the employer to retrench a workman.

12. Termination of service of an employee during the period of probation was held to be powered by the exception contained in sub-clause (bb) of section 2(oo) of the Act, in *C.M. Venugopal* (1994 (1) LLJ 597). As per fact of the case, Regulation 14 of the Life Insurance Corporation of India (Staffs) Regulation 1962 empowered the Corporation to terminate the service of an employee within the period of probation. The employee was put on probation for a period of one year, which was extended by another year. Since he could not achieve the target to earn confirmation, his service was terminated in terms of Regulation 14 as well as order of appointment. The Apex Court ruled that the case was covered by the exception contained in sub-clause (bb), hence it was not retrenchment.

13. In *Morinda Co-operative Sugar Mills Ltd.* (1996 Lab. I.C. 221) a sugar factor used to employ certain number of workmen during crushing season and at the end to the crushing season their employment used to cease. The Supreme Court held that despite the fact that the workmen worked for more than 240 days in a year, cessation of their employment at the end of crushing season would not amount to retrenchment in view of the provisions of sub-clause (bb) of section 2(oo) of the Act. It was observed as follows:

"4. It would thus be clear that the respondents were not working throughout the season. They worked during crushing seasons only. The respondents were taken into work for the season and consequent to

closure of the season, they ceased to work.

5. The question is whether such a cessation would amount to retrenchment. Since it is only a seasonal work, the respondents cannot be said to have been retrenched in view of what is stated in sub-clause (bb) of section 2(oo) of the Act. Under these circumstances, we are of the opinion that the view taken by the Labour Court and the High Court is illegal. However, the appellant is directed to maintain a register for all workmen engaged during the seasons enumerated herein before and when the new season starts the appellant should make a publication in neighbouring places in which the respondents normally live and if they would report for duty, the appellant would engage them in accordance with seniority and exigency of work".

14. Above legal position was reiterated by the Apex Court in *Anil Bapuro Kanase* (1997 (10) S.C.C. 599) wherein it was noted as follows:

"3. The learned counsel for the appellant contends that the judgment of the High Court of Bombay relied on in the impugned order dated 28.3.1995 in Writ Petition No. 488 of 1994 is perhaps not applicable. Since the appellant has worked for more than 180 days, he is to be treated as retrenched employee and if the procedure contemplated under Section 25-F of the Industrial Disputes Act, 1947 is applied, his retrenchment is illegal. We find no force in this contention. In *Morinda Coop. Sugar Mills Ltd. v. Ram Kishan* in para 3, this Court has dealt with engagement of the seasonal workman in sugarcane crushing, in para 4, it is stated that it was not a case of retrenchment of the workman, but of closure of the factory after the crushing season was over. Accordingly, in para 5, it was held that it is not 'retrenchment' within the meaning of Section 2(oo) of the Act. As a consequence the appellant is not entitled to retrenchment as per sub-clause (bb) of Section 2(oo) of the Act. Since the present work is seasonal business, the principles of the Act have no application. However, this Court has directed that the respondent management should maintain a register and engage the workmen when the season starts in the succeeding years in the order of seniority. Until all the employees whose names appear in the list are engaged in addition to the employees who are already working, the management should not go in for fresh engagement of new workmen. It would be incumbent upon the respondent management to adopt such procedure as is enumerated above."

15. In *Harmohinder Singh* (2001 (5) S.C.C. 540) an employee was appointed as a salesman by kharga canteen on 1.6.74 and subsequently as a cashier on 9.8.75. The letter of appointment and Standing Orders, inter alia, provided that his service could be terminated by one

month's notice by either party. He was served with a notice to the effect that his service would be relinquished with effect from 30.6.1989. Relying precedent in *Upton India Ltd. (1998) (6) S.C.C. 538* the Apex Court ruled that contract of service for a fixed term are excluded from the ambit of retrenchment. Decision in *Balbir Singh* (supra) was held to be erroneous. It was also ruled that principles of natural justice are not applicable where termination takes place on expiry of contract of service.

16. In *Batala Coop. Sugar Mills Ltd. (2005 (8) S.C.C. 481)* an employee was engaged on casual basis on daily wages for specific work and for a specific period. He was engaged on 1.4.1986 and worked upto 12.2.94. The Labour Court concluded that termination of his services was violative of provisions of section 25-F of the Act, hence ordered for his reinstatement with 50% back wages. Relying precedents in *Morinda Coop. Sugar Mills* (supra) and *Anil Bapuro Kanase* (supra) the Apex Court ruled that since his engagement was for a specific period and specific work, relief granted to him by the Labour Court cannot be maintained.

17. The Apex Court dealt with such a situation again in *Darbara Singh* (2006 LLR 68) wherein an employee was appointed by the Punjab State Electricity Board as peon on daily wage basis from 8.1.88 to 29.2.88. His services were extend from time to time and finally dispensed with in June 1989. The Supreme Court ruled that engagement of Darbara Singh was for a specific period and conditional. His termination did not amount to retrenchment. His case was found to be covered under exception contained in sub-clause (bb) of section 2(oo) of the Act. In *Kishore Chand Samal* (2006 LLR 65), same view was maintained by the Apex Court. It was ruled therein that the precedent in *S.M. Nilajkar* (2003 (II) LLJ 359) has no application to the controversy since it was ruled therein that mere mention about the engagement being temporary without indication of any period attracts section 25 F of the Act if it is proved that the concerned workman had worked continuously for more than 240 days. Case of *Darbara Singh* and *Kishore Chand Samal* were found to be relating to fixed term of appointment.

18. In *BSES Yamuna Power Ltd. (2006 LLR 1144)* Rakesh Kumar was appointed as Copyist on 29.9.89, initially for a period of three months as a daily wager. His term of appointment was extended up to 20.9.90. No further extension was given and his services were dispensed with on 20.9.90. On consideration of facts and law High Court of Delhi has observed thus:

".....In the present case, the respondent was appointed as a copyist for totaling the accounts of ledger for the year 1986-87 and then for 1987-88. His initial appointment was for the period of three months. It was extended from time to time and no extension was given after 20th September, 1990. He

was appointed without any regular process of appointment, purely casual and on temporary basis for specific work of totaling of ledger. When this work was over, no extension was given. I consider that appointment as that of the respondent is squarely covered under section 2(oo)(bb) of the Act. Giving of non extension did not amount to termination of service, it was not a case of retrenchment."

19. Precedents, handed down by Allahabad High Court in Shailendra Nath Shukla (supra), Bombay High Court Dilip Hanumantrao Shirke (supra), Punjab & Haryana High Court in Balbir Singh (supra) and Madhya Pradesh High Court in Madhya Pradesh Bank Karamchari Sangh (supra) castrate sub-clause (bb) of section 2(oo) of the Act. Ratio decidendi in these precedents abrogates statutory provisions of sub-clause (bb) of section 2(oo) of the Act without even discussing the legality or constitutional validity of the clause. On the other hand the Apex Court in C.M. Venugopal (supra), Morindra Co-operative Sugar Mills Ltd. (supra), Anil Bapurao Kanase (supra), Harmohinder Singh (supra), Batala Coop. Sugar Mills Ltd. (supra), Darbara Singh (supra) and Kishore Chand Samal (supra) High Court of Delhi in BSES Yamuna Power Ltd. (supra) spoke that case of an employee, appointed for a specific period which was extended from time to time, would be covered by the exception contained in sub-clause (bb) of section 2(oo) of the Act, in case his services are dispensed with as a result of non-renewal of the contract of employment between him and his employer, on its expiry or termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The law, so laid, holds the water and would be applied to the case of Sh. Hari Om.

20. As detailed by the management in its response to the reference order, services of Shri Hari Om were dispensed with in terms of stipulation contained in contract of his employment. Action of the management does not amount to retrenchment, being covered by exemption enacted by sub-clause (bb) of clause (oo) of section 2 of the Act. When act of the management, in terminating his services, does not amount to retrenchment Shri Hari Om cannot question it. Legality and justifiability of the act of the management cannot be questioned within the parameters of section 25-F, 25-G, and 25-H of the Act, since termination of services of Shri Hari Om does not amount to retrenchment. Shri Hari Om is not entitled to any relief. An award is, accordingly, passed. It be sent to appropriate Government for publication.

DR. R.K. YADAV, Presiding Officer

Dated: 12.01.2012

नई दिल्ली, 16 फरवरी, 2012

का० आ० 997.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी० सी० सी० एल०

एवं के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, धनबाद नं० 1 के पंचाट (संदर्भ संख्या 19/1991) को प्रकाशित करती है जो केन्द्रीय सरकार को 16-02-2012 को प्राप्त हुआ था।

[सं० एल-20012/296/1990-आई आर (सी०-1)]  
डॉ० एस० एस० श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 16th February, 2012

**S.O. 997.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/1991) of the *Central Government Industrial Tribunal-cum-Labour Court-I, Dhanbad*, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 16/2/2012.

[No. L-20012/296/1990-IR (C-I)]  
D.S.S. SRINIVASARAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of a reference U/s. 10(1)(d)(2A) of the Industrial Disputes Act, 1947.

#### Reference No. 19 of 1991.

**Parties** : Employers in relation to the management of Sudamdh Coal Washery of M/s. BCCL.

AND

Their Workmen.

#### PRESENT

Shri H.M. Singh, Presiding Officer.

#### APPEARANCES :

For the Employers : None.

For the Workmen : None.

State: Jharkhand Industry: Coal.

Dated, the 6/2/2012.

#### AWARD

By Order No. L-20012/296/90-IR(Coal-I) dated 19.3.1991 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Sudamdh Coal Washery of M/s BCCL, P.O. Sudamdh, Dist. Dhanbad in dismissing Shri Prabhu Nath Bharati, General Mazdoor w.e.f. 21.8.89 is justified? If not, to what relief the workman is entitled?"

2. The case of the concerned Workman is that he was initially appointed in Patherdih Colliery from where he was transferred in due course to Sudamdh Coal Washery. He was a permanent workman and worked more than 16 years of service. But unfortunately he received a Charge-sheet dated 16.5.88 which reads as follows:

- (a) That, he was never appointed in B.C.C.L. in any capacity and his name does not appear in the register of employees of Patherdih Colliery.
- (b) That, he fraudulently managed to work in the name of absenting workman and that he was declared imposter at Patherdih colliery.
- (c) That, he used to work at Patherdih Colliery clandestinely on the name of one Prabhu Nath Yadav whose name appears in the register of employee of Patherdih Colliery and that he managed in connivance with some officials to get his photographs pasted against the name of Prabhu Nath Yadav in Register of Identity Card.

These positions show that the concerned fraudulently entered into employment at Patherdih Colliery by presenting himself as Prabhu Nath Yadav.

In reply to the charge-sheet the concerned workman submitted one letter dated 22.5.88 whereby he requested the management to supply him authentic copies of some relevant documents. But the said documents were not supplied to him. The concerned workman was not given reasonable opportunity to defend himself during enquiry. It has been submitted that the enquiry was conducted by the Enquiry Officer violating the principles of natural justice. In view of the position explained above, management's action is dubbing and alleging the concerned workman as impersonator and to have taken employment fraudulently and the action of the management in dismissing the concerned workman is illegal and unjustified and the concerned workman is legally entitled for reinstatement with full backwages.

It has been prayed before this Tribunal to pass an award in favour of the workman.

3. The case of the management is that the workman of the Patherdih Colliery were taken in the service of BCCL without suspecting that there would be impersonators. It so happened that one of the workmen in the said Patherdih Colliery prior to nationalisation was one Prabhu Nath Yadav son of Shri Sidni Yadav of village Parwa, P.O. Bagura, P.S. Majhali, Dist. Chapra. His name was among the names of

workers entered in the Form 'B' Register of Patherdih Colliery. It transpired that with the connivance of some of the lower functionaries of the colliery are Prabhu Nath Bharati whose name figures in the reference order managed to get his photograph pasted in the register Identity Card against the name of Prabhu Nath Yadav and started working fraudulently in the colliery. The above impersonation was discovered by the management in 1977 and his employment was discontinued. The matter was taken up with the RCMS with the management and it was agreed during the course of discussion at the Head Office level of BCCL and the representatives of RCMS on 22.5.1978 that the person concerned would be allowed to resume duty as Prabhu Nath Bharati subject to verification about his genuineness and identity by the police. As per the said agreement, management was given the right to terminate the concerned person if it was proved that he was in impersonator and that he was not Prabhu Nath Yadav son of Sidni Yadav of Village Barwa, P.O. Bagura, P.S. Majhali, Dist. Chapra. In the agreement itself his name was incorporated as Prabhu Nath Bharati with the following further particulars:

Father's name	—	Ishwar Dayal Bharati.
Village	—	Ranibarika Mathiya.
P.O.	—	Mukundapur.
P.S.	—	Darwanda.
Dist.	—	Siwan (Bihar).

It is obvious that as per the entries relating to Prabhu Nath Yadav in Form 'B' Register of Patherdih Colliery and further statutory records of the Company at the time of take over, Prabhu Nath Yadav is not the same person. It so happened that the workmen was also transferred from Patherdih Colliery to Sudamdh Washery Project and in the last pay certificate his name was re-written as Prabhu Nath Bharati after striking off the name of Prabhu Nath Yadav. From the Identity Card Register also it transpires that the name of Prabhu Nath Yadav was altered as Prabhu Nath Bharati and LPC was issued on that basis. Police verification was also carried out in this case and it revealed that the person concerned was not Prabhu Nath Yadav as per details given above. Sudamdh Washery issued a Charge-sheet dated 16.5.88 to the person concerned who was then working as Category-I Mazdoor in Sudamdh Washery. The reply of the charge-sheet dated 23.5.88 was not found satisfactory. Thereafter Sri S.C. Soneja, the then Dy. P.M. Sudamdh Area was appointed as Enquiry Officer. After due notice to the concerned workman the Enquiry Officer held the enquiry. In the enquiry the concerned workman was given full opportunity to defend his case which he did. On the basis of the enquiry held by the Enquiry Officer he found the workman guilty of charge framed against him. After considering the report of the Enquiry Officer, the Project Officer, Sudamdh Coal

Washery, by an order dated 19.8.89 dismissed the concerned workman w.e.f. 21.8.89.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award holding that the action of the management in dismissing the concerned workman w.e.f. 21.8.89 is justified and he is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The domestic enquiry was held fair and proper by order dated 6.1.1995.

6. The management filed documents which have been marked as Exts. M-1 to M-6.

7. No oral argument advanced on behalf of either parties.

8. As per records, I have gone through the written statements filed by the parties.

The concerned workman has impersonated himself as Prabhu Nath Yadav, S/o Shri Sidi Yadav of Village Barwa, P.O. Saogra, P.S. Manjhi, Chapra. The present concerned workman his actual name, Prabhu Nath Bharti S/O Ishwar Dayal Bharti of Vill.-Ranibari ke Mathiya, P.O.-Rukundipur, P.S. Darawanda, Dist. Siwan (Bihar. The enquiry was held against him. I have gone through the enquiry report and found that the concerned workman impersonated him and worked for about 14 years. Criminal proceeding started against this person. The Enquiry Officer conducted the enquiry fairly and properly in accordance with the principles of natural justice. The act of the concerned workman is very deplorable.

9. Considering the above facts, I hold that the action of the management of Sudamdhil Coal Washery of M/s. BCCL, P.O. Sudamdhil, Dist. Dhanbad is dismissing Shri Prabhu Nath Bharati, General Mazdoor w.e.f. 21.8.89 is justified. Hence, the concerned workman is not entitled to any relief.

This is my Award.

Sd/-  
H.M. SINGH, Presiding Officer.

नई दिल्ली, 16 फरवरी, 2012

का० आ० 998.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी० सी० एल० एवं के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण धनबाद नं० 2 के पंचाट (संदर्भ संख्या 10/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-02-2012 को प्राप्त हुआ था।

[सं० एल-20012/10/2008-आई आर (सी-1)]  
डी० एस० श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 16th February, 2012

**S.O. 998.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/1991) of the **Central Government Industrial Tribunal-cum-Labour Court-2**, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 16/2/2012.

[No. L-20012/10/2008-IR (C-I)]

D S.S. Srinivasa Rao, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2) AT DHANBAD.

#### PRESENT

SHRI KISHORI RAM, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947

#### Reference No. 10 of 2008

**Parties** : Employers in relation to the management of E.J. Area of M/s BCCL and their workman

#### APPEARANCES :

On behalf of the workman : None

On behalf of the management : Mr. U.N. Lal, Ld. Adv.;

State: Jharkhand Industry: Coal

Dated, Dhanbad, the 25th Jan. 2012

#### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute this Tribunal for adjudication vide their Order No. L-20012/10/2008-IR (CM-I) dt. 21.1.2008.

#### SCHEDULE

"Whether the demand of Rashtriya Colliery Mazdoor Congress from the Management of E.J. Area of M/s. BCCL to provide employment to Shri Raju Mallah, S/o Shri Om Prakash Mallah under Land loser Scheme is justified? If so, to what relief is the concerned workman entitled?."

2. None represented the sponsoring union/petitioner Raju Mallah nor any written statement filed on behalf of petitioner/workman despite several Regd. notices. Mr. U.N. Lal Ld. Adv. for the management is present.

On perusal of the case record, I find that this Reference case has been pending for filing W.S. on behalf of the petitioner/workman since 18.3.2011 for which Regd. notices to the President of the sponsoring union on its

address as noted in the Reference order dt. 21.01.2008 were issued on 4.6.2008, 18.1.2011, 11.5.2011, show cause notice dt. 1.7.2011, 11.10.2011 and 13.11.2011, but all along the sponsoring union as well as the workman/petitioner remained careless for the reason best known to him.

Considering the aforesaid facts, it stands clear that the sponsoring union/workman is not interested to pursue the case for its final adjudication. Proceeding with this case for infinity is futile and wastage of time. Hence the case is closed and accordingly the order is passed as non-existent of the Industrial Dispute as related to providing employment to Sri Raju Mallah S/o Shri Om Prakash Mallah under Land Loser Scheme.

Sd/-  
KISHORI RAM, Presiding Officer

नई दिल्ली, 16 फरवरी, 2012

काः आ० 999.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार गो० एयरलाइन्स प्रा० लिमिटेड एवं के प्रबंधनत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली नं० 1 को पंचाट (संदर्भ संख्या 142/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 16-02-2012 को प्राप्त हुआ था।

[सं० एल-11012/51/2009-आई आर (सी-1)]  
डी० एस० एस० श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 16th February, 2012

S.O. 999.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the award (Ref. No. 142/2011) of the **Central Government Industrial Tribunal-cum-Labour Court-1**, Delhi, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. **Go Airlines Pvt. Ltd.**, and their workman, which was received by the Central Government on 16/2/2012.

[No. L-20012/51/2009-IR (C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. I,  
KARKARDoomA COURTS COMPLEX: DELHI**

**I.D. No. 142/2001.**

Shri Sarveet Singh S/o Lt Gurmeet Singh,  
Airport Employees Union, 3,  
V.P. House, Rafi Marg, New Delhi-110001.

Workman

*Versus*

1. The General Manager (HR),  
Go Airlines Pvt. Ltd.  
J.N. Herdia Marg, Ballard Estate,  
Mumbai-400001.
2. The Base Incharge,  
Go Airlines Pvt. Ltd.,  
Delhi Regional Officer.  
Terminal-I, IGI Airport,  
New Delhi-110001.

Management

#### AWARD

A contractual employee joined services of Go Airlines (India) Pvt. Ltd. (herein after referred to as the management) on 24.10.2007 as a loader. He was engaged for a period of six months. His contract was extended for another period of six months. His services were dispensed with on 16.10.2008. He raised a demand on the management for reinstatement of his services. When the management did not respond to his demand, he raised an industrial dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute for adjudication to the Central Government Industrial Tribunal No. 2, New Delhi, vide Order No. L-11012/51/2009-IR (CM-I), New Delhi 22.9.2009, with following terms of reference:

"(i) Whether the action of the management of M/s Go Airlines (India) Pvt. Ltd. as claimed by the union in terminating the services of Shri Saravjeet Singh, loader w.e.f. 16.10.2008 is justified and legal?  
(ii) To what relief is the concerned workman entitled?"

2. In its order of reference, the appropriate Government directed the claimant, namely, Shri Saravjeet Singh to file his claim statement before the Tribunal with a period of fifteen days of the receipt of the order. Despite the command, so given, he opted not to file his claim statement before the Tribunal.

3. Notice was sent to the claimant on 16.11.2009 calling upon him to file his claim statement 30.12.2009. When claim statement was not filed, a notice by registered post was sent on 6.9.2010 commanding him to file his claim statement on 30.8.2010. Another notice by registered post was sent on 11.11.2010, impressing upon him to file his claim statement on 7.12.10. Despite service of notices, referred above, no claim statement was filed.

4. Vide order No. Z-22019/6/2007-IR (C-II) dated 30th March, 2011, the matter was transferred to this Tribunal by the appropriate Government, while using its powers under sub-section (1) of section 33-B of the Industrial Disputes Act, 1947 (in short the Act).

5. Notice by registered post was sent to the claimant calling upon him to file his claim statement 7.7.2011. Despite

service of the notice, no claim statement was filed by Shri Saravjeet Singh.

6. When, so directed, the management filed its written statement/response to the reference order on 2.8.2011, supported by the documents. It emerged from the record that the claimant was first appointed for a period of six months by the management on 24.10.07. His contract of service was extended upto 24.10.2008. Relevant clauses of his appointment letter are extracted thus:

"1. Your contract will commence on October 24, 2007. The contract period will be of 6 months duration. After completion of six months period the contract will come to an end automatically. Depending upon availability of vacancies & subject to your satisfactory performance, we may offer permanent employment thereafter".

4. During the contract period, your appointment as a Loader/Driver is liable for termination at any time during this period without any notice and/or assigning any reason whatsoever".

7. As emerges out of record, contract of service of Shri Saravjeet Singh was extended upto 24.10.2008. Extension of contract of service was for another period of six months. His services were dispensed with on 16.10.2008 in terms of stipulation contained in his letter of appointment. Question for consideration comes as to whether the act of the management amounts to retrenchment. For an answer, definition of the term is to be construed. Clause (oo) of section 2 of the Act defines retrenchment. For sake of convenience, the said definition is as extracted thus:

"(oo) "retrenchment" means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the services of a workman on the ground of continued ill-health".

8. Definition of retrenchment is very wide and in two parts. The first part is exhaustive, which lays down that

retrenchment means the termination of the service of a workman by the employer "for any reason whatsoever" otherwise than as a punishment inflicted by way of disciplinary action. Thus main part of the definition itself excludes the termination of service, as a measure of punishment inflicted by way of disciplinary action from the ambit of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of workman on reaching the age of superannuation, or (iii) termination of the service of a workman as a result of non-renewal of contract of employment, or (iv) termination of contract of employment in terms of a stipulation contained in the contract of employment in that behalf, or (v) termination of service on the ground of continued ill health of the workman. Reference can be made to the precedents in Avon Services (Production Agencies) (Pvt.) LTD. [1979 (I) LLJ 1] and Mahabir [1979 (II) LLJ 363].

9. Sub Clause (bb) purports to exclude from the ambit of the definition of retrenchment (i) termination of the service of a workman as result of non-renewal of the contract of employment between the employer and the workman concerned, on its expiry, or (ii) termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The first part relates to termination of service of a workman as a result of non-renewal of the contract of employment between the employer and the workman concerned on its expiry. Thus "non-renewal of contract of employment" pre-supposes an existing contract of employment, which is not renewed. When services of an employee is terminated on account of non-renewal of contract of employment, between the employer and the workman, it does not amount to retrenchment. The second part refers to "such contract" being terminated under a stipulation in that behalf contained therein. The cases contemplated, under this part too, would not amount to retrenchment. However this sub-clause, being, in the nature of an exception to clause (oo) of section 2 of the Act, is ruled to be construed strictly when contractual agreement is used as modus operandi to frustrate claim of the employee to become regular or permanent against a job. The adjudicator has to address himself to the question whether the period of employment was stipulated in the contract of employment as a device to escape the applicability of the definition of retrenchment. See Shailendra Nath Shukla (1987 Lab. I.C. 1607), Dilip Hanumantarao Shrike (1990 Lab. I.C. 100) and Balbir Singh [1990] (1) LLJ. 443].

10. On review of law laid by the Apex Court and various High Courts, a single Judge of the Madhya Pradesh High Court, in Madhya Pradesh Bank Karamchari Sangh (1996 Lab. I.C. 1161) has laid following principles of interpretation and application of sub-clause (bb) of clause (oo) of section 2 of the Act:

- "(i) that the provision of section 2(oo)(bb) are to be construed benevolently in favour of the workman,
- (ii) that if the workman is allowed to continue in service by making periodic appointment from time to time, then it can be said that the case would not fall under section 2(oo) (9bb),
- (iii) that the provisions of section 2 (oo) (bb) are not to be interpreted in the manner which may stifle the main provision,
- (iv) that if the workman continues in service, the non-renewal of the contract can be deemed as mala fide and it may amount to be a fraud on statute;
- (v) that there would be wrong presumption of non-applicability of section 2 (oo)(bb) where the work is of continuous nature and there is nothing on record that the work for which a workman has been appointed had "come to an end".

11. Whether provisions of retrenchment, enacted in the Act, provide for any security of tenure? Answer lies in negative. Provisions of retrenchment provide for certain benefits to a workman in case of termination of his service, falling within the ambit of definition of retrenchment. On compliance of the requirements of section 25F or 25N and 25G of the Act, it is open to the employer to retrench a workman.

12. Termination of service of an employee during the period of probation was held to be covered by the exception contained in sub-clause (bb) of section 2(oo) of the Act, in C.M. Venugopal [1994 (1) LLJ 597]. As per fact of the case, Regulation 14 of the Life Insurance Corporation of India (Staff) Regulation 1962 empowered the Corporation to terminate the service of an employee within the period of probation. The employee was put on probation for a period of one year, which was extended by another year. Since he could not achieve the target to earn confirmation, his service was terminated in terms of Regulation 14 as well as order of appointment. The Apex Court ruled that the case was covered by the exception contained in sub-clause (bb), hence it was not retrenchment.

13. In Morinda Co-operative Sugar Mills Ltd. (1996 Lab. I.C. 221) a sugar factory used to employ certain number of workmen during crushing season and at the end of the crushing season their employment used to cease. The Supreme Court held that despite the fact that the workmen worked for more than 240 days in a year, cessation of their employment at the end of crushing season would not amount to retrenchment in view of the provisions of sub-clause (bb) of section 2(oo) of the Act. It was observed as follows:

"4. It would thus be clear that the respondent were not working throughout the season. They worked during crushing seasons only. The respondents were taken into work for the season and consequent to closure of the season, they ceased to work.

5. The question is whether such a cessation would amount to retrenchment. Since it is only a seasonal work, the respondents cannot be said to have been retrenched in view of what is stated in sub-clause (bb) of section 2(oo) of the Act. Under these circumstances, we are of the opinion that the view taken by the Labour Court and the High Court is illegal. However, the appellant is directed to maintain a register for all workmen engaged during the seasons enumerated herein before and when the new season starts the appellant should make a publication in neighbouring places in which the respondents normally live and if they would report for duty, the appellant would engage them in accordance with seniority and exigency of work".

14. Above legal position was reiterated by the Apex Court in Anil Bapuro Kanase [1997 (10) S.C.C. 599] wherein it was noted as follows:

"3. The learned counsel for the appellant contends that the judgement of the High Court of Bombay relied on in the impugned order dated 28.3.1995 in Writ Petition No. 488 of 1994 is perhaps not applicable. Since the appellant has worked for more than 180 days, he is to be treated as retrenched employee and if the procedure contemplated under Section 25-F of the Industrial Disputes Act, 1947 is applied, his retrenchment is illegal. We find no force in this contention. In Morinda Coop. Sugar Mills Ltd. v. Ram Kishan in para 3, this Court has dealt with engagement of the seasonal workman in sugarcane crushing, in para 4, it is stated that it was not a case of retrenchment of the workman, but of closure of the factory after the crushing season was over. Accordingly, in para 5, it was held that it is not 'retrenchment' within the meaning of Section 2(oo) of the Act. As a consequence the appellant is not entitled to retrenchment as per sub-clause (bb) of Section 2(oo) of the Act. Since the present work is seasonal business, the principles of the Act have no application. However, this Court has directed that the respondent management should maintain a register and engage the workmen when the season starts in the succeeding years in the order of seniority. Until all the employees whose names appear in the list are engaged in addition to the employees who are already working, the management should not go in for fresh engagement of new workmen. It would be incumbent upon the respondent management to adopt such procedure as is enumerated above".

15. In Harmohinder Singh [2001 (5) S.C.C. 540] an employee was appointed as a salesman by Kharga canteen 1.6.74 and subsequently as a cashier on 9.8.75. The letter of appointment and Standing Orders, inter alia, provided that his service could be terminated by one month's notice by either party. He was served with a notice to the effect that his service would be relinquished with effect from 30.6.1989. Relying precedent in Uptron India Ltd. [1998 (6) S.C.C. 538] the Apex Court ruled that contract of service for a fixed term are excluded from the ambit of retrenchment. Decision in Balbir Singh (Supra) was held to be erroneous. It was also ruled that principles of natural justice are not applicable where termination take place on expiry of contract of service.

16. In Batala Coop. Sugar Mills Ltd. [2005 (8) S.C.C. 481] an employee was engaged on casual basis on daily wages for specific work and for a specific period. He was engaged on 1.4.1986 and worked upto 12.2.94. The Labour Court concluded that termination of his services was violative of provisions of section 25-F of the Act, hence ordered for his reinstatement with 50% back wages. Relying precedent in Morinda Coop. Sugar Mills (supra) and Anil Bapuro Kanse (supra) the Apex Court ruled that since his engagement was for a specific period and specific work, relief granted to him by the Labour Court cannot be maintained.

17. The Apex Court dealt with such a situation again in Darbara Singh (2006 LLR 68) wherein an employee was appointed by the Punjab State Electricity Board as peon on daily wage basis from 8.1.88 to 29.2.88. His services were extend from time to time and finally dispensed with in June 1989. The Supreme Court ruled that engagement of Darbara Singh was for a specific period and conditional. His termination did not amount to retrenchment. His case was found to be covered under exception contained in sub-clause (bb) of section 2(oo) of the Act. In Kishore Chand Samal (2006 LLR 65), same view was maintained by the Apex Court. It was ruled therein that the precedent in S.M. Nilajkar [2003 (II) LLJ 359] has no application to the controversy since it was ruled therein that mere mention about the engagement being temporary with indication of any period attracts section 25 F of the Act if it is proved that concerned workman had worked continuously for more than 240 days. Case of Darbara Singh and Kishan Chand Samal were found to be relating to fixed term of appointment.

18. In BSES Yamuna Power Ltd. (2006 LLR 1144) Rakesh Kumar was appointed as Copyist on 29.9.89, initially for a period of three months as a daily wager. His term of appointment was extended up to 20.09.90. No further extension was given and his services were dispensed with on 20.9.90. On consideration of facts and law High Court of Delhi has observed thus:

".....In the present case, the respondent was appointed as a copyist for totaling the accounts of ledger for the year 1986-87 and then for 1987-88. His initial appointment was for the period of three months. It was extended from time to time and no extension was given after 20th September, 1990. He was appointed without any regular process of appointment, purely casual and on temporary basis for specific work of totaling of ledger. When this work was over, no extension was given. I consider that appointment as that of the respondent is squarely covered under section 2(oo)(bb) of the Act. Giving of non extension did not amount to termination of service, it was not a case of retrenchment".

19. Precedents, handed down by Allahabad High Court in Shailendra Nath Shukla (supra), Bombay High Court in Dilip Hanumantaraao Shilrk (supra), Punjab & Haryana High Court in Balbir Singh (supra) and Madhya Pradesh High Court in Madhya Pradesh Bank Karamchari Sangh (supra) castrate sub-clause (bb) of section 2(oo) of the Act. Ratio decidendi in these precedents abrogates statutory provisions of sub-clause [(bb)], of section 2 (oo) of the Act without even discussing the legality or constitutional validity of the clause. On the other hand the Apex Court in C.M. Venugopal (supra), Morinda Co-operative Sugar Mills Ltd. (supra), Anil Bapu Rao Kansase (supra), Harmohinder Singh (supra), Batala Coop. Sugar Mills Ltd. (supra), Darbara Singh (supra) and Kishore Chand Samal (supra), and High Court of Delhi in BSES Yamuna Power Ltd. (supra) spoke that case of an employee, appointed for a specific period which was extended from time to time, would be covered by the exception contained in sub-clause (bb) of section 2(oo)m of the Act, in case his services are dispensed with as a result of non-renewal of the contract of employment between him and his employer, on its expiry or termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The law so laid, holds the water and would be applied to the case of Sh. Saravjeet Singh.

20. As detailed by the management in its response to the reference order, services of Shri Saravjeet Singh were dispensed with in terms of stipulation contained in contract of his employment. Action of the management does not amount to retrenchment, being covered by exemption enacted by sub-clause (bb) of clause (oo) of section 2 of the Act. When act of the management, in terminating his services, does not amount to retrenchment Shri Saravjeet Singh cannot question it. Legality and justifiability of the act of the management cannot be questioned with the parameters of section 25-F, 25-G, and 25-H of the Act, since termination of services of Shri Saravjeet Singh does not amount to retrenchment. Shri Saravjeet Singh is not entitled to be relief. An award is,

accordingly, passed. It be sent to appropriate Government for publication.

DR. R.K. YADAV, Presiding Officer  
Dated: 12.01.2012

नई दिल्ली, 16 फरवरी, 2012

का० आ० 1000.—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14 ) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी०सी०एल० एवं के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध 1 में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, धनबाद नं.-2 के पंचाट [संदर्भ 22/2004] को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/02/2012 को प्राप्त हुआ था।

[सं० एल-20012/194/2003- आई आर (सी-1)]  
डॉ० एस० श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 16th February, 2012

S.O. 1000.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (*Ref. No. 22/2004*) of the *Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad*, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of *M/s. CCL*, and their workman, which was received by the Central Government on 16/2/2012.

[No. L-20012/194/2003-IR(C-1)]  
D.S.S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

#### PRESENT

Shri Kishori Ram, Presiding Officer.

In the matter of an Industrial Dispute under Section 10 (1)(d) of the I.D. Act., 1947

#### REFERENCE NO. 22 OF 2004

**Parties** : Employers in relation to the management of Argada Area of M/s CCL and their workman.

#### APPEARANCES:

On behalf of the workman : Mr. Mundrika Bhagat, the Union Representative

On behalf of the employers : Mr. D.K. Verma, Ld. Advocate;

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 31st Jan., 2012.

#### ORDER

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-20012/194/2003 I.R. (C-1) dated 24.12.2003.

#### SCHEDULE

"Whether the demand of the Coalfields Labour Union from the management of Argada Area, M/s CCL for regularising Smt. Shubra Singh, General Mazdoor, Category I to the post of Clerical Grade-III is justified? If so, to what relief is the workman entitled and from what date?".

2. Mr. Mundrika Bhagat, the Union Representative for the workman and Mr. D.K. Verma, Ld. Advocate for the management are present. Heard both the Ld. Representatives of the respective parties over the petition dt. 6.1.2012 in respect of withdrawal of the case and passing no dispute award.

In the light of the petition it has been submitted on behalf of the union Representative that since the management has assured her and accordingly as per its office order dt. 26.12.2011 regularised her to the post of Clerk Gr. III under NCWA VIII with immediate effect, and accordingly she was posted at her existing place of posting. Under these circumstances, the workman Smt. Shubhra Singh is not interested to contest the case. Hence, no industrial dispute exists now, and accordingly an order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 16 फरवरी, 2012

का० आ० 1001.—औद्योगिक विवाद अधिनियम 1947 ( 1947 का 14 ) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी०सी०एल० एवं के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, धनबाद नं.-2 के पंचाट ( संदर्भ संख्या 90/2001 ) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-02-2012 को प्राप्त हुआ था।

[सं० एल-20012/593/2000-आई आर (सी-1)]

डॉ० एस० श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 16th February, 2012

S.O..1001.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (*Ref. No. 90/2001*) of the *Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad*, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of *M/s. CCL*, and their workman, which was received by the Central Government on 16/02/2012.

[No. L-20012/593/2000-IR (C-1)]  
D.S.S. SRINIVASA RAO, Desk Officer

## ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD  
PRESENT**

Shri Kishori Ram, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

**Reference No. 90 of 2001**

**Parties** : Employers in relation to the management of Dhori colliery of M/s CCL and their workman.

**APPEARANCES:**

On behalf of the workman : Mr. K. Chakraborty, Ld. Advocate;

On behalf of the management : Mr. D.K. Verma, Ld. Advocate;

State : Jharkhand Industry: Coal

Dated, Dhanbad, the 25th Jan. 2012

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication *vide* their order No. L-20012/593/2000 (C-I) dt. 16.3.2001.

**SCHEDULE**

"whether the action of the management of CCL Dhori Colliery in not accepting the date of birth of Shri Goutam Yadav Cat. VI, Mechanical Fitter as 1.2.1954 or in not referring him to Medical Board for age determination is just, proper and legal? If not, to what relief is the concerned workman entitled?".

2. None represented the Union/the workman concerned nor any witness produced for the evidence of the workman, despite Regd. notices, Mr. D.K. Verma, Ld. Adv. for the management is present. The perusal of the case record reveals that the case has been pending for evidence of the workman since 26.4.2004, for which ample opportunities by giving several times last chance were given as well as Regd. notices dt. 15.11.2010, 8.12.2010 and Show cause notice dt. 9.11.2011 but even then not a single witness produced in support of the case of the workman. As such the conducts of the Union/workman clearly indicate their disinterestedness to pursue the case which is related to an issue concerning the date of birth of the workman as well as determination of his age.

Under these circumstance, pursuing the case for indefinite period of time is futile and wastage of time & energy of the Tribunal. Hence, the case is closed and accordingly order is passed as non-existent of any Industrial dispute.

Sd/-  
KISHORI RAM, Presiding Officer

नई दिल्ली, 16 फरवरी, 2012

का० आ० 1002.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सौ०सौ० लिमिटेड एवं के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, धनबाद न०-1 के पंचाट (संदर्भ संख्या 56/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-02-2012 को प्राप्त हुआ था।

[सं. एल-20012/27/2002-आई आर (सी-1)]  
डीएसएस श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 16th February, 2012

**S.O. 1002.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (*Ref. No. 56/2002*) of the *Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad*, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of *M/s. CCL*, and their workman, which was received by the Central Government on 16/02/2012.

[No. L-20012/27/2002-IR (C-I)]  
D.S.S. SRINIVASA RAO, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD**

In the matter of a reference U/s. 10(1)(d)(2A) of the Industrial Disputes Act., 1947.

**Reference No. 56 of 2002**

**Parties:** Employers relation to the management of Bhurkunda Colliery of M/s C.C. Ltd.

And

Their Workman

**PRESENT:**

Shri H.M. Singh, Presiding Officer.

**APPEARANCES:**

For the Employers : Shri D.K. Verma, Advocate.

For the Workman : Shri S.C. Gour, Advocate.

State: Jharkhand

Industry: Coal

Dated, the 9-2-2012.

**AWARD**

By Order No. L-20012/27/2002-IR(C-I) dated 24/30-5-2002 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of Section 10 of the Industrial Dispute Act, 1947, referred the following dispute for adjudication to this Tribunal:

"whether the refusal of the management of CCL, Bhurkunda Colliery to extend leave encashment benefit to Sri Ganesh Dubey on his retirement is proper and justified? If not, to what relief is the concerned workman entitled?"

2. The case of the concerned workman is that he was an employee of CCL, Bhurkunda colliery. He was appointed in the year 1960 when the colliery was under NCDC. He was promoted to monthly cadre w.e.f. 1.12.67. At the time of his promotion to the monthly cadre he registered his protest on the ground that unless he is extended with all the facilities entitled to NCDC monthly rated employees he will not accept to go on monthly cadre. An agreement was arrived at between the representative of the union on behalf of the concerned workman and the management of CCL and it was agreed that the concerned workman will be given the benefit of service condition applicable to the employees appointed under corporation Rules in the C.P.C. scale of pay before 15.8.67 and he will be placed in Cat. VI under the recommendations of the Wage Board w.e.f. 15.8.67 granting him two increments. His pay will again be fixed at the appropriate stage as shot firer in the scale of pay of Rs. 205/- to 337 w.e.f. 1.12.67. He shall not be eligible to one ad-hoc increment granted to other employees on 15.8.69. He shall forego 50% of the arrears of difference of pay from 15.8.67 to 14.5.72 arising out of fixation of pay. Accordingly the concerned workman accepted the promotion to the monthly cadre with all benefits which had been given to the then NCDC employees. Subsequently he had been further promoted as Overman, Sr. Overman and throughout his service he had been availing all the above facilities of leave, wages, accommodation etc. The settlement had been honoured by the management during the period of his service till retirement. But he was deprived of the leave encashment benefits/facility by the management which is gross injustice and violation of the rules framed by the company and as such he deserves for relief.

Under such circumstances it has been prayed that the hon'ble Tribunal be pleased to hold that the action of the management in refusing leave encashment to the concerned workman is not justified and management be directed to pay leave encashment due to him after his retirement.

3. The case of the management is that the person concerned was an employee of Bhurkunda colliery and he was appointed as a Shuttle Car Operator. Due to withdrawal of Shuttle Car from 1864 all the Shuttle Car Operators were declared surplus including the concerned workman. A settlement was arrived between the management and the Union on 15.5.1972 and as per the said settlement, the concerned workman was retained and was engaged in a Jeep as Jeep Driver as time-rated worker. he came in monthly rated cadre on and from 1.4.73 as Mining Sirdar. A workman governed by the service condition and privilege as per NCDC Rules will be continued to accumulate and encash leave upto 180 days in the event of retirement, death, resignation and medically unfitness. These apply to the workman, who were appointed or came over to monthly cadre between 1.10.56 and 14.8.67. The concerned person was time rated cadre in 1964 and he came in monthly rated cadre on and from 1.4.1973 as Mining Sirdar and as such he was given the benefit of service condition under Corporation Rules in C.P.C. scale of pay before 15.8.67. Leave encashment was allowed to monthly rated staff and not to time rated worker. During his service he was time rated worker cadre on 15.8.67, as such he was not entitled for leave encashment as per the rules prevailing upto 15.8.67. He had not applied for availing earned leave due to him before his retirement, as per the Circular, he is not entitled for encashment of earned leave.

In such circumstances, it has prayed that the Hon'ble Tribunal be pleased to hold that the action of the management is legal and justified and he is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The concerned workman has produced himself as WW-1 and proved documents as Exts. W-1 and W-2.

The management has not produced any oral evidence but they have filed on document which has been marked as Ext. M-1.

6. Main argument advanced on behalf of the concerned workman is that he is entitled to get leave encashment benefit of his unavailed leave due to him after his retirement.

The Management argued that the concerned workman is not entitled as per the rules prevailing upto 15.8.67.

7. The concerned workman retired as per Ext. W-1 w.e.f. 4.7.98, a workman of Nine 'B' of the management.

In this respect the concerned workman (WW-1) has stated in his examination-in-chief on oath that he is entitled to get leave encashment benefit after retirement as per MOS arrived at before A.L.C.(C), Hazaribagh. In this

respect his cross-examination is material in which he stated that he was appointed in NCDC as Shuttle Car Operator in time rated. He was then posted as Chief Driver and he was given monthly rated employee in 1973.

Monthly rated employee was entitled to get leave encashment as per circular Ext. M-1 dated 15.11.91.

But the management has violated Ext. M-1 through which the workman is entitled to get his leave encashment benefit as retirement benefit. The management has to follow its own circular, Ext. M-1, which cannot be violated. Ext. M-1 mentions that the accumulation and encashment of leave upto 180 days in the case of workman governed by the service conditions as per NCDC Rules implemented as per I.I. No. 23/90/2990 dated 30th April, 1990 would be made effective from the date of issue of I.I. No. 61/86 dated 8th July, 1986. So, the management is not following the said and they have to follow it.

The evidence adduced by the concerned workman which is on oath cannot be disbelieved when there is no evidence adduced by the management to that effect.

Considering the above evidence of the concerned workman it shows that he is entitled to get leave encashment benefit on his retirement and such amount he is entitled to get with 6% interest till the date of payment.

8. In the result, I hold that the refusal of the management of CCL, Bhurkunda Colliery to extend leave encashment benefit to Sri Ganesh Dubey on his retirement is not proper and justified. Accordingly, he is entitled to get leave encashment benefit on his retirement with 6% interest till the date of payment. The management is directed to implement the award within 30 days from the date of publication of this award.

This is my Award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 16 फरवरी, 2012

का० आ० 1003.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी०सी०एल० एवं के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद न०-2 के पंचाट (संदर्भ संख्या 29/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-02-2012 को प्राप्त हुआ था।

[सं० एल-20012/240/2004-आई आर (सी-1)]  
डी०एस०एस० श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 16th February, 2012

S.O. 1003.—In pursuance of Section 17 of the Industrial Dispute Act, 1947, (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 29/2005) of the *Central Government Industrial Tribunal-*

*cum-Labour Court-2 Dhanbad*, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL, and their workman, which was received by the Central Government on 16/02/2012.

[No. L-20012/240/2004-IR (C-I)]  
D.S.S. SRINIVASARAO, Desk Officer

## ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD PRESENT

Shri Kishori Ram, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 29 of 2005

Parties : Employers in relation to the management of Dhori Colliery of M/s CCL and their workman.

#### APPEARANCES :

On behalf of the workman : Mr. D. Mukherji, Ld. Advocate;

On behalf of the employer : Mr. D.K. Verma, Ld. Advocate;

State: Jharkhand : Industry: Coal

Dated, Dhanbad, the 1st Feb., 2012.

#### ORDER

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication *vide* their order No. L-20012/240/2004-IR (C-I) dated 24.3.2005.

#### SCHEDULE

"whether the action of the management of CCL Dhori Colliery not give employment to Smt. Gendia Devi under the Provisions of NCWA as dependent of Late Sh. Sikari Manjhi, Drill Operator, is just, fair & legal? If not, to what relief is the said dependent entitled"?

2. Mr. D. Mukherji, the Ld. Advocate/Representative for the Union/petitioner and Mr. D.K. Verma, the Ld. Counsel for the management is present. Neither a rejoinder by the workman/union nor documents by both side filed. perused the case record, I find that the case has been pending for filing a rejoinder by the workman since 7.3.2008, for which Registered notices dt. 15.6.10 and 16.11.2011 were issued to the Secretary concerned of the sponsoring union. the very conduct of the petitioner Smt. Gendia Devi clearly indicates her unwillingness to pursue her case which is related to the issue about providing an

employment to her as dependant of Late Sh. Sikari Manjhi, Drill Operator as the provision of NCWA.

In view of the aforesaid facts & circumstances, proceeding with the case for uncertainty is worthless and wastage of time and energy of the Tribunal, and hence the case is closed and accordingly order of No Dispute is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 16 फरवरी, 2012

का० आ० 1004.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार द्वारा आईएससीओलिमिटेड एवं के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद न०-२ के पंचाट (संदर्भ संख्या 62/1998) को प्रकाशित करती है जो केन्द्रीय सरकार को 16-02-2012 को प्राप्त हुआ था।

[सं. एल-20012/28/1997-आई आर (सी-1)]  
डीएसएस श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 16th February, 2012

S.O..1004.—In pursuance of Section 17 of the Industrial Dispute Act, 1947, (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/1998) of the *Central Government Industrial Tribunal-cum-Labour Court-2 Dhanbad*, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of *M/s. TISCO Ltd.*, and their workman, which was received by the Central Government on 16/02/2012.

[No. L-20012/28/1997-IR (C-I)]  
D.S.S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

#### PRESENT

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 62 of 1998

Parties : Employers relation to the management of TISCO Ltd., Janadaba, Dhanbad and their workman.

#### APPEARANCES:

On behalf of the workman: Mr. Samrendra Singh, Ld.

Advocate;  
On behalf of the employers : Mr. D.K. Verma, Ld.  
Advocate:  
State: Jharkhand Industry: Coal

Dated, Dhanbad, the 17th Jan. 2012

#### AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication *vide* their order No. L-20012/28/97-I.R. (Coal-I) dt. 12.3.1998.

#### SCHEDULE

"Whether the action of the management of M/s Tisco, Janadaba, Dhanbad in denial to provide employment to Shri Ranjit Singh, son of Late Shri Gurudatt Singh is Justified. If not, to what relief the concerned dependent of Late Shri Gurudatt Singh is entitled?"

2. The case of the petitioner as represented by the Union concerned is that Late Gurudatt Singh as Security Guard at the Security Department of the Management, who had put his spotless service for 19 years 10 months and 20 days succumbed to his injuries on 21.12.1992 at the Management's Tata Central Hospital, Jamadoba after meeting with a road accident. He died in harness at the age of his 46 years by leaving only his wife Smt. Pratima Devi, two sons and one unmarried daughter. His date of birth was 15.1.1947 and he had a potential to work upto 15.1.2007, i.e. upto his 60 years of age. His premature death put his family in great trouble. So she humbly prayed before the Management for her employment on compassionate ground as to feed his children. When the management did not care for it she applied to the management for employment of her son Ranjit Kr. Singh a young and capable for all kinds of job, but it was regretted on the ground that the deceased workman had not enrolled the names of his any dependants for it in the Company's Employees Dependant's Register. An employee can enroll the name of his dependent till or even after the end/retirement of his service. The denial of the management to his dependant was highly unjustified as the management deprived his dependants of his retiring gratuity which was awarded by the Controlling Authority as also offered by the Appellate Authority under the payment of Gratuity Act. Thus it is alleged that the dependant of the deceased employee is entitled to an employment on compassionate ground in place of deceased workman from a reasonable date with all consequential benefits.

3. Whereas with categorical denials, the central pleaded case of the Management is that the sponsoring Jharkhand Colliery Mazdoor Union has no locus standi to raise an industrial dispute for employment of a non-

workman as Late Gurudatt Singh or Sri Ranjit Singh was never its member not it has been recognised by the Management. So the present reference is unmaintainable. An employee interested to get his dependants employed is required to apply for enrolment of his dependants in the Employees Dependant Register on completion of his 15 years of services as per the Company's procedure. The employment is provided according to the seniority based on the registration of dependant subject to availability of vacancies. Late Gurudatt Singh had not enrolled the names of his dependant in the aforesaid Register in his life time, nor can enforce such employment of his dependant after his death. Moreover Sri Ranjit Singh the alleged son of the deceased workman, never approached the management for his enrolment in the Register in life time of his father. Late Gurudatt Singh had completed 19 years of his service under the Company, though he was quite eligible for enrolment of his son in his life time against future vacancy, yet he could not avail of the liberal policy of employment of dependants. The management has too a large number of dependants in the waiting list to provide such dependants an employment, as also for the reason the JBCCI cancelled all the procedure and circular followed by the management relating to employment of dependants in NCWA-5. The management has not got a settlement finalised with the recognised union RCMS for imposing restriction on the demand for employment of many dependants. The employment of Sri Ranjit Singh, the alleged son of the deceased workman in view of aforesaid reason was too difficult to consider, so he was not entitled to any relief.

4. The management in its rejoinder represented that admittedly Late Gurudatt Singh was employed on 1.2.1972 and died on 20.12.1992. He had not put spotless continuous service. No procedure is for employment of any person purely on compassionate ground in absence of vacancy and in the face of large number of dependants. The dispute arose for the conduct of Smt. Pratima Devi and her son who claimed a right to continue in the house of the Company even after death of Late Gurudatt Singh.

#### FINDING WITH REASONING

5. In this Reference Case WWI Ranjit Singh, son of Late Gurudatt Singh for the applicant (Union), and MWI Dinesh Kr. Sharma, Head Clerk at the G.M. Office for the Management have been examined. According to petitioner Ranjit Singh (WWI), his father Gurudatt Singh, the Security Guard under the Management at Jamadoba Colliery met an accident and succumbed to his injuries on 21.12.1992 as per his death Certificate (Ext. W-1), but factually his father could not enroll his name in the Dependant Register during his service period. Since the management did not provide him any employment, so the Industrial dispute was raised for it.

6. Whereas MWI Dinesh Kumar Sharma, Hd. Clerk, GM Office for the management, providing the service card

of the workman Gurudatt Singh as Ext. M1 has asserted that he had served the Company for 19 years. His wife Pratima Devi had submitted her application dt. 14.3.1994 (Ext. M-2) to the Management for her employment but the Management as its letter dt. 18/25.6.1994 (Ext. M-3) had responded to it that since the Management had not scope for female employment (as per the Minutes of the Meeting dt. 16.3.1994 Ext. M-4) nor the name of any dependant of the deceased was recorded by the workman (deceased) in the Employment Dependant Register as also evident from Manager (P) concerned verification Report dt. 12.6.1996 (Ext. M-6); moreover, because it was the Company's already existing policy/rule for employment of the deceased dependant was unanimously held to be mere favourable and accordingly to be enforced in place of implementation of NCWA-II as per the letter dt. 7.2.1981 of Sri S. Das Gupta, the Jt. Secretary to the G.M. (Collieries), Tisco, Jamadoba, Dhanbad (Ext. M-5). The witness has asserted that enrolment of the name of dependant by the workman concerned in the Employment Dependant Register after the completion of his 15 (fifteen) years or even after expiry of six months of his death which was not done either by the deceased or by legal heir.

7. Mr. M. Singh, Ld. Counsel for Union/Petitioner submits that it is a case of employment but Management as per its letter dt. 25.6.1994 (Ext. M-3) denied it on the ground that deceased workman had not enrolled any of his dependant's name in the E.D.R. (Employment Dependant Register) for employment on the strength of his service despite the NCWA in 1992 was enforced. Further submission of Mr. Singh, Adv. for the Petitioner is that providing employment to a dependant of deceased is more important than granting an promotion to another person as held in the case of Rajender Pd. Diwadi Vs. the Secy., F & C, SUP (Alld. H.C.) reported in FLR 1992 at page 990. On the other hand the contention of Ld. Adv. for the Management is that in the Tata Steel Co., there is no provision for employment procedure as also admitted by the Union provides for and pre-supposed enrollment any dependant of the deceased in the aforesaid E.D.R. after the completion of his 15 years provided that there is an availability of vacancy as per Seniority. Moreover in the year 1992 NCWA.

8. On the consideration of the materials available on the case record, I find that deceased workman Gurudatt Singh, the employee of Tisco, the Security Guard (Watchman) under the Management concerned died on 21.12.1992, though it had completed 19 years of his service yet he could not enroll the name of his dependant son Ranjeet Singh (Petitioner) or others in the Employment Dependant Register as per the existing rules of the Company, which has got precedence over the implementation of NCWII as unanimously agreed by all the Branches in the Tisco to oversee the implementations of different provisions of NCW-II as the existing

employment rules were more favourable. Hence, it continued to be enforced (Ext. M-5). The aforesaid Ruling cited by the Ld. Counsel for the petitioner appears to be quite different from factum of the case so it does not hold good with it because it relates to a matter of promotion and availability of post caused by death of an employee.

In view of the aforesaid findings, I hold that the action of the Management of M/s Tisco, Jamadoba, Dhanbad in denial to provide employment to Sri Ranjit Singh S/o Late Gurudatt Singh is though justified in the eye of Law, yet in view of the jurisprudence of Labour legislation, it would be proper to grant relief of the enrollment of the name of the petitioner as the dependant of Late workman Gurudutt Singh in Employment Dependant Register by the Management for his future employment as per the rules of the Management. Thus, the award is responded and Management is directed to comply it within a period one month from the receipt of the notification in the Gazette of India.

KISHORI RAM, Presiding Officer

नई दिल्ली, 16 फरवरी, 2012

**कांग आ० 1005.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी० सी० लिमिटेड एवं के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं०-1 के पंचाट {संदर्भ संख्या 51/1999} को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/02/2012 को प्राप्त हुआ था।

[सं० एल-20012/401/1998-आई आर (सी०-1)]  
डी० एस० श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 16th February, 2012

**S.O. 1005.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (*Ref. No. 51/1999*) of the *Central Government Industrial Tribunal-cum-Labour Court-I, Dhanbad*, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of *M/s. C.C. Ltd.*, and their workmen, which was received by the Central Government on 16/2/2012.

[No. L-20012/401/1998-IR(C-I)]  
D.S.S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD.

In the matter of a reference U/S. 10(1)(d)(2A) of the  
Industrial Disputes Act, 1947.

Reference No. 51 of 1999.

**Parties** : Employers in relation to the management of Pindra Colliery of M/s. C.C. Ltd.  
AND  
Their Workmen.

#### PRESENT:

Shri H.M. Singh, Presiding Officer.

#### APPEARANCES :

For the Employers	:	Shri D.K. Verma, Advocate.
For the Workmen	:	Shri U.N. Lal, Advocate.
State	:	Jharkhand Industry : Coal.

Dated, the 8-2-2012.

#### AWARD

By Order No. L-20012/401/98-IR(C-I) dated 17.4.99 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the demand of the Union from the management of Pindra Colliery of M/s. C.C. Ltd., P.O. Pindra, Dist. Hazaribagh for proper fixation of wages in respect of S/Sri Kadir Mian & 71 others (as per list submitted by the union), T.R. workers taking into account the S.P.R.A. and as laid down under the provisions of N.C.W.A. & J.B.C.C.I. is legal and justified? If so, to what relief the concerned workmen are entitled to and from which date?"

2. The case of the concerned workmen/union is that the concerned workmen are permanent employees of Pindra Colliery of M/S. CCL and were working as piece-rated workers. They were getting the wages of Group-III and the Basic Pay of the workmen was decided as per SPRA. The SPRA is a special piece rate allowance. The time-rated workers get annual increment in their basic pay whereas piece rated workers get annual increment in turn of special piece rate allowance. The concerned workmen used to get SPRA as per their length of service. SPRA is earned increment by the concerned workmen. The management of Pindra Colliery invited applications from the piece rated workers for their conversion in time rated worker. Time rated workers are entitled to get the wages of Cat. I. The concerned workmen applied for the post of time rated in response to the advertisement of the management. They were interviewed and after selection the management posted them in time rated job and since then they are performing the job of time rated category. After conversion the piece rated workers into time rated Category I worker, granted only initial basic pay of Cat. I

whereas they are entitled to the protection of their basic wages plus the earned SPRA as per the Implementation Instruction No. 26 of JBCCI. The basic pay of the concerned workmen in time rated job should be fixed after protecting the basic wages, but the management has not protected the basic wages and SPRA of the concerned workman and fixed their basic wage much lesser than they were getting earlier. When the matter was brought to the notice of the union, an industrial dispute was raised before the ALC(C), Hazaribagh. Conciliation proceeding ended in failure and the matter has been referred to this Tribunal for adjudication. It has been submitted that the management of Popa Colliery of CCL after considering the view point of the union protected the wages of the workman concerned including SPRA and fixed their basic wages of Popa Colliery as per the guideline of JBCCI.

Under such circumstances, it has been prayed that the Hon'ble Tribunal be pleased to pass an award in favour of the workmen by directing the management to fix the wages of the concerned workmen after protecting their basic pay and S.P.R.A. with differences of wages from the date they are working in time rated job i.e. from 1.11.1996.

3. The case of the management is that the concerned workmen were piece rated workers and they were converted to time rated categories on their request as per their respective scales. It has been stated that piece rated workers hold the status of Group I employees whereas the time rated workers hold the status of general mazdoors in Category-I. The piece rated as well as time rated workers are deployed on different kinds of jobs in piece rated groups or time rated scales from time to time and after observing their performance, they are regularised on specific group of specific category for performing specific kind of jobs. The piece rated groups as well as time rated categories have been fixed for different kinds of work permanently absorbed by way of regularisation of such posts. The concerned workmen were holding the status of piece rated workers in group-I and they had not been regularised on any specific group by issuing any order of regularisation or confirmation changing their status. Therefore, on their conversion to time rated categories, they were placed as general mazdoor in time rated scale of category-I and they got the wages as per the nature of jobs performed by them. If they work as helper, they get Category-II wages, if they work as timber mistry or line mistry or any other job of higher scale, they get higher category wages. Similar was the position prior to their conversion and they were receiving wages of Group-I, Group-II or Group-III as the case may be according to the nature of job performed by them, but basically piece rated workers are Group-I mazdoor similar to time rated workers of general mazdoor in Category-I. The sponsoring union is demanding the fixation of the wages of the concerned workmen in Group-III and then their conversion to higher category wages as if they were holding the permanent

status of Group-III duly confirmed as overburden remover or miner/loader in the quarry etc. As the demand of the sponsoring union was not found correct and genuine, the management refused to concede to their demand and did not fix them in higher categories or at higher start considering their wages as Group-III while working as piece rated workers.

In such circumstances, the management has prayed that the Hon'ble Tribunal be pleased to pass the award holding that the concerned workmen are not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management produced MW-1, Sujit Kumar Goswami, who proved documents as Exts. M-1 and M-2.

The concerned workmen have produced WW-1, Naresh Prasad, who proved documents as Exts. W-1 and W-2.

6. Main argument advanced on behalf of the concerned workmen is that they are demanding their wages after protecting their basis pay and S.P.R.A. which they were getting prior to their conversion to time rated in June, 1996 and as per para 3.11.3 of the NCWA-V the provision is there for grant of special piece-rate allowance to piece-rated workers and the same is revised with the wage structure and SPRA is being allowed for each group of workers annually in addition to their wage paid as per job performed of the group to which they belong and it is given with a view to provide motivation for achieving higher productivity. It has also been argued that the management has paid other workers the SPRA by other collieries and also by subsidiary companies of the management. In the case of PR Trammers to TR Trammer the management Kuju Area of Pindra Colliery had protected the SPRA on their conversion to time rated in Category-III vide office order No. GM(K)/PD/Re-design./Trammer/95/3957 dt. 30.12.95. It has also been argued that the management invited applications from PR worker of Pindra Colliery for TR job as Category-I mazdoor for the job of drilling and other time rated job, as per notice issued by Dy. P.M., Pindra Colliery and another notice dated 14.2.96 was issued for holding interview and test of such workmen on 16.2.96 and the workmen were selected after their body/job fitness and vide Office Order No. PO(P)/PD/Conv./96/4010 dated 24/28-10-98 the concerned workmen were converted as TR workers for operation of SDL and allowed only initial of Cat. I. It has also been argued that in the same colliery vide Office Order No. PO(P)/PD/Regula./96/583 dated 5/8-6-96 S/Sri Gaya Thakur & other were regularised from PR to TR Category I as General Manager in Cat. I of NCWA-V and protection of pay was allowed to them. It shows that the Pindra Colliery adopted different

policy for different set of workers in the matter of regularisation from PR to TR job which is against the rules. The management allowed initial of Category-I without protection SPRA to these concerned TR workmen which is quite illegal and unjustified when they have given certain set of persons and denied the certain set of persons.

7. Management's witness MW-1 stated in cross-examination that I cannot say at the time of giving option the concerned workmen used to get Group-III wages with S.P.R.A. As per Ext. M-1 the management got settlement with the union for payment SPRA as per clause (3) of the settlement. So, this settlement cannot be violated by the management. As per Ext. W-2 is for giving approval of arrear payment of SPRA to 70 persons and by letter dated 7.7.92 reminder was issued for arrear bill of SPRA of left out employees of Pindra Colliery for payment to the workmen and letter dated 30.12.95 shows that they have got their pay protection.

8. Considering the above facts and circumstances, I hold that the demand of the Union from the management of Pindra Colliery of M/S. C.C.Ltd. for proper fixation of wages in respect of S/Sri Kadir Mian and 71 others (as per list submitted by the Union), T.R. workers taking into account the S.P.R.A. and as laid down under the provisions of NCWA & JBCCI is legal and justified. Accordingly, the management is directed to fix the wages of the concerned workmen, (names mentioned in the order of reference) after protecting their basic pay and S.P.R.A. and to pay difference of their wages from the date they are working in time rated job i.e. from 1.11.1996. The management is directed implement the award within 30 days from the date of publication of the award.

This is my Award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 16 फरवरी, 2012

का० आ० 1006.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी० सी० एल० एवं के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, धनबाद नं०-1 के पंचाट {संदर्भ संख्या 43/2010} को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/02/2012 को प्राप्त हुआ था।

[सं० एल०-20012/160/2001-आई आर (सी-1)]  
डी० एस० एस० श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 16th February, 2012

S.O. 1006.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/

2010) of the *Central Government Industrial Tribunal-cum-Labour Court-I*, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL, and their workman, which was received by the Central Government on 16/2/2012.

[No. L-20012/160/2001-IR(C-I)]  
D.S.S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of the reference U/s. 10(1)(d)(2A) of the Industrial Disputes Act, 1947.

#### Reference No. 43 of 2010.

Parties : Employers in relation to the management of Tapin South Colliery of M/S.C.C. Ltd.  
AND  
Their workman.

Present: SHRI H.M. SINGH, PRESIDING OFFICER.

#### APPEARANCES:

For the Employers : Shri R.M. Zarika, Sr. Manager (P).  
For the Workman : Shri C.S. Pathak, Authorised Representative.

State: Jharkhand Industry: Coal

Dated, the 7-2-2012.

#### AWARD

By Order No. L20012/160/2001-IR-(C-I) dated 10.7.2001 the Central Government in the Ministry of Labour, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to the Central Government Industrial Tribunal No. 2, Dhanbad:

"Whether the action of the management of Tapin South Colliery of M/S.C.C.Ltd. to dismiss the service of Shri Shyam Lal B.P. is legal and justified? If not to what relief is the workman concerned entitled?"

2. When this dispute was pending before Central Government Industrial Tribunal No. 2, Dhanbad, the Ministry of Labour, in exercise of the powers conferred by Section 7-A read with Sub-Section (1) of Section 33-B of the Industrial Disputes Act, 1947, transferred this dispute for adjudication by this Tribunal, vide its order No. L-20012/160/2001-IR(CM-I) dated 27.8.2010.

3. The facts of the case, in brief, are that the

concerned workman, Shyam Lal B.P., was dismissed by order 25.9.2000 which was illegal and arbitrary. He was issued a Chargesheet-cum-suspension order dated 8.2.99 alleging that he entered service of C.C.L. impersonating Shyam Lal B.P who allegedly expired on 19.7.76, which is misconduct under the provision of 17(1)(a) and 17(1)(e) of the Certified Standing Orders. In reply to the chargesheet-cum-suspension order the concerned workman demanded copies of some documents listed in his letter dated 25.2.99. Without taking any action on workman's demand, the Project Officer without any delegation of disciplinary power, constituted a purported enquiry, as dictated by the C.C.L.'s Vigilance.

The concerned workman was working as casual since prior to take over of Coal Mines by the Central Government and constitution of Coal Mines Authority. The Coal Mines Authority, after required verifications, by order No. Tap/47/74/14 dated 2.5.74, appointed the workman concerned as casual and temporary worker and obtaining L.T. I on the original and other copies the original copy of the order was handed over to the workman to join duty. By order dated 5.8.76 among others the concerned workman was recategorised and regularised in the grade of Clerk Grade-III. Vide order dated 21.2.80, the workman concerned was regularised as Clerk Gr. II w.e.f. 14.12.79 with approval of Director (Personnel), CCL, Ranchi. He worked till the date of dismissal from service at Tapin South Colliery. The fictitious story of impersonation against the concerned workman was cooked up by a Vigilance Official with improper motive. Even the alleged complaint itself is a fabrication, in as much as the Vigilance Investigators never even tried to establish the identity of the said Complainant. The Vigilance story that as the Service Book of the workman concerned, prepared by the management on joining of duty in response to appointment order dated 2.5.74 and kept in safe custody of the colliery administration bear the photo and finger prints of the workman concerned, he is not the real Shyam Lal, B.P., but impersonator is absolutely ridiculous and perverse. The chargesheet is a belated one and illegal. In response to workman's letter dated 7.6.99 by which he represented to the Enquiry Officer to keep the enquiry in abeyance, the Enquiry Officer advised the concerned workman to appear before him on 23.6.99 so that the matter could be discussed. When the concerned appeared the Enquiry Officer insisted that the documents are strictly confidential and could not be furnished to the workman concerned. The Enquiry Officer arbitrarily deprived the workman concerned to cross-examine the management's witnesses. The finding of the Enquiry Officer to the effect that the charges of "theft"; fraud or dishonesty in connection with the employer's business or property" and "giving false information regarding one's name, age, father's name, qualification or previous service at the time of employment" without any supporting reason for the

conclusion/finding. The findings are wholly arbitrary and perverse. The dismissal order dated 25.9.2000 is not a speaking order. The Disciplinary Authority failed or refused to act independently or judicially. The dismissal order is based on 'no evidence'.

Under the facts stated above, the workman has prayed that the Hon'ble be pleased to pass an award by directing the management to reinstate him with full back wages and continuity of service.

4. The case of the management is that a charge-sheet dated 8.2.1999 was issued against the concerned workman for commission of the following misconduct:

"That Shyam Lal B.P. S/o Bhagirathi, Village Taldeori, P.S. Jaijaipur, Dist.-Bilashpur (now Janjgir Champa), Madhya Pradesh was appointed on 20.11.74 as a Piece Rated Worker in Tapin South Colliery under the then Coal Mines Authority Ltd. (Central Division) and he expired on 19.7.76 at his native village-Taldeori in Madhya Pradesh. A death Certificate issued by the Station Officer, Jaijaipur, P.S. Dist.-Bilaspur, M.P. confirms the death of Shyam Lal B.P. on 19.7.76. It is further confirmed by the statement of the Sarpanch, Taldeori Village and the elder brother of Shyam Lal B.P., who is still alive.

That after the death of Shyam Lal B.P. on 19.7.76 you fraudulently entered into the service of CCL at Tapin South Colliery by impersonating Shyam Lal B.P. and have since been illegally on the pay roll of CCL as Shyam Lal B.P."

Instead of submitting his reply, the concerned workman wrote a letter to the management and demanded documents from the management. Thereafter management appointed an Enquiry Officer to conduct the domestic enquiry in respect of the aforesaid charge-sheet. The Enquiry Officer conducted the domestic enquiry in accordance with the principles of natural justice and the workman was given full opportunity to defend his case.

Thereafter the Enquiry Officer submitted his report holding that the charged levelled against the concerned workman has been fully established. The Enquiry Officer gave full opportunity to the concerned workman to defend his case, but he intentionally and deliberately avoided to attend the enquiry and tried to prolong the enquiry by raising unwanted and uncalled for quarries. As such, the Enquiry Officer finding no alternative, but to hold the enquiry ex parte and thereafter the Enquiry Officer conducted the enquiry ex parte. The concerned workman was aware about the date of enquiry and he deliberately avoided to attend the enquiry. Thereafter the management supplied the copy of enquiry proceeding to the concerned workman to submit his reply. After considering the charges proved levelled against the concerned workman the Disciplinary Authority dismissed him from service. The

dismissal of the concerned workman is legal and justified.

Under such circumstances, it has been prayed that the Hon'ble Tribunal be pleased to hold that the dismissal of the concerned workman from service is legal and justified and he is not entitled to any relief.

5. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

6. The domestic enquiry was held to be fair and proper by order dated 3.8.2011.

7. The management produced MW-1, Dipak Kumar on preliminary point. Documents have been marked Exts. M-1 to M-6.

The concerned workman examined himself as WW-1 on preliminary point, and proved documents as Exts. W-1 to W-11.

8. Main argument advanced on behalf of the concerned workman is that the alleged complainant has not been examined by the management on which basis this enquiry was made and he was dismissed from service.

In this respect the management's witness, Dipak Kumar (MW-1) in cross-examination at page 3 stated that the complaint of Sri M. Singh was marked as Exhibit ME-1 and the complainant, Sri M. Singh was not examined before me. During enquiry his signature was not verified by him. It shows that the management have got enquiry done and concluded and the concerned workman was dismissed from service even without examining the complainant and verification of the signature of the complainant in the complaint.

Another argument advanced on behalf of the concerned workman is that the management believed on the statement of Sarpanch of Taldeori that the concerned workman was not Shyam Lal B.P.

In this respect management's witness MW-1, who was Enquiry Officer, state in cross-examination that Sri M. Singh, Sarpanch of Taldeori, concerned Officer-in-Charge of Police Station were not produced before me as witness. It shows that on which basis the concerned workman was dismissed, those persons have not been examined by the management.

It has been argued that he was appointed on 20.11.74 by the management and his thumb impression was taken by the management, but no verification or thumb impression by the Handwriting Expert has been done which are in the custody of the management. It also shows that during enquiry it has not been established whether the thumb impression in service register of the management is not of the concerned workman because that can only be done by the Handwriting Expert, which has not been done by the management.

Another argument advanced on behalf of the concerned workman is that the management has not tried to examine or file any public document, such as, Voter List which may show that the concerned workman is not real Shyam Lal B.P.

Considering the above facts, it shows that the management has dismissed the concerned workman from service on imaginary ground without proper evidence and authentication.

Another argument advanced on behalf of the concerned workman is that before passing final order the management has not given second show-cause notice with enquiry report which is against law laid down by the Hon'ble Supreme Court, reported in 1991 Current Labour Report (SC) 61, in which Hon'ble Supreme Court held supply of a copy of the inquiry report along with recommendations, if any, in the matter of proposed punishment to be inflicted would be within the rules of natural justice and the delinquent would therefore be entitled to the supply of a copy thereof.

The termination/dismissal order dated 25.9.2000, which is part of Ext. M-6, enquiry report, shows that it has not been served to the concerned workman, rather he was dismissed.

9. In the result, I hold that the action of the management of Tapin South Colliery of M/S.C.C. Ltd. to dismiss the service of Shri Shyam Lal B.P. is not legal and justified. Hence, the concerned workman is entitled to be reinstated in service with 50% back wages and consequential benefits from the date of his dismissal till he is re-instated in service,

The management is directed to implement the award within 30 days from the date of publication of the award.

This is my Award.

H.M. SINGH, Presiding Officer.

नई दिल्ली, 16 फरवरी, 2012

का आ० 1007.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चीफ जनरल मैनेजर, टेलीकमनीकेशन, भोपाल प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या—सी०जी०आर०टी०/एल०सी०/आर/105/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-02-2012 प्राप्त हुआ था।

[सं.एल-40012/98/1997 आई आर (डी०य०)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 16th February, 2012

**S.O. 1007.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/105/98) of the Central Government Industrial Tribunal cum Labour Court, Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Chief General Manager, Telecommunication, Bhopal and their workman, which was received by the Central Government on 16.02.2012.

[No. L-40012/98/1997-IR(DU)]  
RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,  
JABALPUR**

NO. CGIT/LC/R/105/98

Presiding Officer, SHRI MOHD. SHAKIR HASAN.

Shri Karan Singh Mehra,  
S/O Shri Poonamchand Mehra,  
Vill: Sonikheri  
Distt. Sehore (MP) Workman

Versus

Chief General Manager,  
Telecommunication, M.P. Circle,  
Hoshangabad Road,  
Bhopal (MP) Management

#### AWARD

Passed on this 6<sup>th</sup> day of February 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-40012/93/97/IR(DU) dated 13-5-98 has referred the following dispute for adjudication by this tribunal:—

"Whether the action of the management of Chief General Manager, Telecommunication in terminating Shri Karan Singh Mehra S/O Poonamchand Mehra w.e.f. Sept 89 is justified? If not, to what relief the workman is entitled?"

2. The case of the workman, is short, is that he was employed with the management on muster roll from 1985 under the Sub-Divisional office, Telecom, Sehore and worked 25 days in the year 1985, 246 days in the year 1986 and 56 days in the year 1989. It is stated that he also worked from October 1986 to 1998 under the Project Director at Bhopal for about 248 days. It is stated that he worked 240 days in a calendar year. The workman is entitled to be regularized as TSM from 25-6-93 under the orders of the Govt. of India. It is submitted that the reference be answered in favour of the workman.

3. The management appeared and filed Written Statement to contest the reference. The case of the management, *inter alia* is that the workman was engaged by the SDOT Sehore for Project work for a limited period and on completion of the project work, his service was no longer required by the management. He worked in Sub Divisional Office, Telecom (Sehore) for 141 days in 1986 and 56 days in 1989 only. It is denied that he worked during 1986 to 1988 under Director Project, Bhopal. He is not entitled to any relief under the provision of Industrial Dispute Act, 1947 (in short the Act, 1947). Under the circumstances, the action of the management is justified.

4. On the basis of the pleadings of the parties, the following issues are for adjudication—

I. Whether the action of the management in terminating the services of the workman w.e.f. Sept. 1989 is justified?

II. To what relief the workman is entitled?

#### 5. Issue No. I

To prove the case, the workman Shri Karan Singh Mehra is examined in the case. He has stated that he was appointed orally on casual basis. He has further stated that he worked only at Sehore. Thus he has contradicted his pleading that he worked under the Project Director, Bhopal from October 1986 to 1988 and therefore it is not proved. Admittedly he worked in 1985 and 1986. Thereafter he worked 56 days in the year 1989 only. This clearly shows that his service shall not be deemed to be in continuous service for a period of one year during a period of twelve calendar months preceding the date with reference under the provision of section 25 B of the Act, 1947. As such it is evident that there is no violation of the provision of Section 25-F of the Act, 1947.

6. On the other hand, the management has also examined one witness. The management witness Shri P.N. Singh is working as Divisional Engineer, Bhopal. He has supported the case of the management. His evidence also corroborates that the workman worked only 56 days in the year 1989 and 141 days in the year 1986. His evidence also shows that the provision of section 25 (B) of the Act is not attracted and the action of the management is justified. This issue is thus decided in favour of the management and against the workman.

#### 7. Issue no. II

On the basis of the discussion made above, I find that the workman is not entitled to any relief. The reference is accordingly answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 16 फरवरी, 2012

का आ 1008.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोटक महिन्दा बैंक लिंग प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली के पंचाट (संदर्भ संख्या 91/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-02-2012 प्राप्त हुआ था।

[संग्रह-12025/01/2012-आई आर (बी-1)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 16th February, 2012

**S.O. 1008.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 91/2011) of the Central Government Industrial Tribunal-cum-Labour Court-Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Kotak Mahindra Bank Ltd and their workman, received by the Central Government on 15.02.2012.

[No. L-12025/01/2012-IR(B-I)]  
RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE DR. R.K. YADAV, PRISING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. I,  
KARKARDOOMA COURTS COMPLEX: DELHI**

**I.D. No. 19/2011**

Sh. Brinda Prasad Shukla S/o. Sh. Ram Adhar Shukla,  
Through  
M/s. Checkmate Services Karamchari Sangh (Regd.),  
5239, Ajmeri Gate,  
New Delhi-06.

Workman  
*Versus*

1. The Manager,  
M/s Checkmate Services Pvt. Ltd.,  
58/61, Vashishth Park,  
Sagarpur, New Delhi

2. The Manager,  
Kotak Mahindra Bank Ltd.,  
Ground Floor, Ambadeep Building,  
14, Kasturba Gandhi Marg,  
New Delhi-110001.

Management

#### ORDER

An Industrial dispute, filed by the claimant without being referred for adjudication by the appropriate

Government, was entertained under sub-section (2) of section 2A of the Industrial Disputes Act, 1947, for articulation of the dispute. An award was passed in the matter on 23.6.2011.

2. Now an application has been moved by the claimant detailing therein that his name is Sh. Brinda Prasad Shukla, which was wrongly mentioned as Varinda Prasad Shukla, in the award. A request has been made to make necessary correction in the award, in that regard.

3. Rule 28 of the Industrial Disputes (Central) Rules 1957 provides for correction of errors. For sake of ready reference aforesaid rule is extracted thus:

"The Labour Court, Tribunal National Tribunal or Arbitrator may correct any clerical mistake or error arising from an accidental slip or omission in any award it/he issues".

4. Clerical error can be defined as an error in a document which can only be explained by considering it to be a slip or mistake of the party preparing or copying it. Literally an error is said to be "clerical" where it is made by a clerk or some subordinate agent, but actually, it means an error committed in the performance of clerical work, whether by the Court, the draftsman of the Act or by the clerk. It is an error which cannot reasonably be attributed to the exercise of judicial consideration or discretion. Clerical error is in the nature of an inadvertent omission or mistake. The term "clerical error" which is amendable nunc pro tunc is distinguishable from a "judicial error" which can be corrected only on review or an appeal. Reference can be made to precedents in Rosamma Punnoose (AIR 1958 Ker. 154) and Mansha Ram L. Jagdish Rai (AIR 1962 Punj. 110).

5. Accidental slip occurs when something is wrongly put in by an accident and an accidental omission occurs when something is left out by accident. The expression "accidental slip" as occurring in section 152 (new) of the Code of Civil Procedure was construed by the Federal Court in Sachindra Nath Kolya (5 DLR 68), wherein it was observed as follows:

"It needs to be stressed that the keyword in the relevant phrase is "accidental" and it qualifies "omission" also, with the result that the procedure provided by section cannot be used to correct omission, however erroneous, which are intentional, not indeed in the sense of conscious choice, for no court, is supposed to commit an error knowing it to be such, but in the sense that the Court meant not to omit what was omitted".

6. Apex Court in Tulsipur Sugar Company Ltd. (1969 (2) SCC 100) had occasion to consider correctional jurisdiction of the Labour Court constituted under the UP

Industrial Disputes Act, 1947. In that precedent the Apex Court made reference to the provisions of Section 152 of the Code of Civil Procedure and rule 28 of the Rules and announced that power of correction of error is a limited one, which can be exercised only to cases where mistake, clerical or arithmetical or an error arising from an accidental slip or omission had occurred. It was rules therein that his power is limited only to cases where clerical or arithmetical mistake or errors arising from an accidental slip or omission have occurred.

7. After ascertaining the scope of powers of correction of errors available to this Tribunal, now it would be addressed as to whether mention of Varinda Prasad Shukla in the award was on account of conscious choice of the Tribunal. Answer lies in negative. It was recorded on account of accidental mistake. This Tribunal has power to correct the accidental mistake. Accordingly, it is ordered that name of claimant, recorded as Varinda Prasad Shukla in the award may be read as Brinda Prasad Shukla, where ever it occurs. Ordered accordingly. The appropriate Government may be communicated of correction, so made in the award, for publication.

DR. R.K. YADAV, Presiding Officer

Dated: 03.01.2012

नई दिल्ली, 16 फरवरी, 2012

का० आ० 1009.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार साड़ोल क्षेत्रीय ग्रामीण बैंक प्रबंध तंत्र के सबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जवलपुर के पंचाट (संदर्भ संख्या 32/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.02.2012 को प्राप्त हुआ था।

[संख्या एल-12012/469/2000 आई आर (बी-1)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 16th February, 2012

S.O. 1009.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 32/2001 of the *Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur* as shown in the Annexure, in the Industrial dispute between the management of Shahdol Kshetriya Gramin Bank and their workmen, received by the Central Government on 15/02/2012

[No. L-12012/469/2000-IR (B-I)]  
RAMESH SINGH, Desk Officer.

## ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

No. CGIT/LC/R/32/2001  
SHRI MOHD. SHAKIR HASAN, Presiding Officer

Shri Sheikh Rafik Ali,  
S/o. Shri Ummad Ali,  
Kachhi Mohalla,  
Near Choti Mashid Dhanpuri,  
Distt. Shahdol (MP) Workman

*Versus*

The Chairman,  
Shahdol Kshetriya Gramin Bank,  
Head Office, PO Box No. 29,  
11nd Floor, Bharti Bhawan,  
Main Road,  
Shahdol (MP) Management

## AWARD

Passed on this 2nd day of February 2012

1. The Government of India, Ministry of Labour *vide* its Notification No. L-12012/469/2000/IR(B-I) dated 5.2.2011 has referred the following dispute for adjudication by this tribunal:—

"Whether the action of the management of the Chairman, Shahdol Kshetriya Gramin Bank, H.O. PO Box No. 29, Bhartiya Bhawan, 11nd Floor, Main Road, Shahdol (MP) in terminating the service of Shri Sheikh Rafik Ali, S/o. Shri Ummad Ali, Kachhi Mohalla, Near Choti Mashid, Dhanpuri, Distt. Shahdol (MP) and not considering for further employment under Section 25 of the I.D. Act, 1947 is legal and justified? If not to what relief the concerned workman is entitled for?"

2. The case of the workman in short is that he was appointed as Part time Messenger cum Sweeper at Mediya Rass Branch of Kshetriya Gramin Bank from 28.8.1986 and worked continuously till 13.2.1989. Thereafter he fell ill and after illness, he produced medical certificate of Dr. P.C. Sanghali Budar before the Branch Manager on 25.3.1989 but he was directed that after obtaining sanction from the Head Office, he would be allowed to join. He went time and again in the branch for joining but he was not allowed to work. It is submitted that the workman be reinstated w.e.f. 15.3.1989 with back wages and be also directed to regularize him.

3. The management appeared and filed Written Statement by way of reply to contest the reference. The case of the management, *inter alia*, is that the applicant/ workman was engaged part time messenger-cum-sweeper on purely day to day basis. He was paid fixed pay and no

appointment order was issued. His case does not cover under the provision of Section 25-F of the Industrial Dispute Act, 1947 (in short the Act, 1947) rather it covers the provision of Section 2(oo) (bb) of the Act, 1947. The non-renewal of contract is not a retrenchment. He was admittedly not in employment as on 22.2.1991. As such he was not eligible as per award dated 22.2.1991 read with Equation Committee report communicated to RRBs vide NABARD circular dated 20.3.1993 for considering his case for regularization. He is not entitled to any relief. It is submitted that the reference be accordingly answered.

4. On the basis of the pleadings of the parties, the following issues are framed—

- I. Whether the action of the management in terminating his services is justified?
- II. Whether his case was not considered for further employment under the provision of the Act, 1947 is legal and justified?
- III. To what relief the workman is entitled?

#### 5. Issue No. I

The workman Shri S.K. Rafique Ali has supported his case. He was stated that he was appointed orally and has not submitted any document to show that he has worked in Bank for how many days. He has further stated that he cannot say that how many days he worked continuously for a period of one year during a period of twelve calendar months preceding the date with reference under the provision of Section 25-B(2) of the Act. This shows that there is no violation of the provision of Section 25-F of the Act, 1947 in not further engaging him in the service.

6. On the other hand, the management has adduced oral and documentary evidence. The management witness Shri Seraj Ahmed is Branch Manager of Shahdol Kshetriya Gramin Bank. He has supported the case of the management. He has stated that he worked on daily wages as part time Messenger Cum Sweeper on exigency of work. He had not worked 240 days in any calendar year between 1986 to 1989. He has admitted in his evidence that the workman marked his presence on attendance register while he was present on duty. The said register is the proof of his total work. The photocopy of the said register is filed which is admitted by the workman and is marked as Exhibit M/1. His evidence clearly shows that he was engaged on casual basis on exigency of the work and was not appointed against any post.

7. Exhibit M/1 is the photocopy of the attendance register in 20 sheets of the period of 1986 to 1989. The said attendance sheets show that from March 1988 to Feb. 1989 he had worked only for 208 days and availed 14 leave holidays. This shows that he had not completed 240 days and he shall not be deemed to be in continuous service for

a period of one year during a period of twelve calendar months preceding the date with reference under the provision of section 25B of the Act, 1947. There is no evidence to show that he was with full wages on Sunday and other holidays in the previous twelve months preceding the date with reference for the purpose to include the Sunday to calculate working days. He was appointed on casual daily rated basis, as such in absence of evidence of the paid leave, it is difficult to say that he had completed 240 days preceding the date with reference in twelve months. This shows that the action of the management is justified. This issue is decided in favour of the management and against the workman.

#### 8. Issue No. II

Admittedly he was not in service on 22.2.1991 and therefore the policy taken for regularization under the NABARD circular does not arise. It also appears that he was disengaged on casual basis as admittedly he had left the service on his own accord on the ground of illness. I find that there is no merit for considering his further employment by the management. This issue is accordingly answered.

#### 9. Issue No. III

Considering the discussion made above, I find that the workman is not entitled to any relief. Accordingly the reference is answered.

10. In the result, the award is passed without any order to costs.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer.

नई दिल्ली, 16 फरवरी, 2012

का० आ० 1010.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंध तंत्र के सबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ) संख्या 72/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.02.2012 को प्राप्त हुआ था।

[संख्या एल-12012/11/93-आई आर (बी-1)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 16th February, 2012

S.O.. 1010.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 72/2003 of the Central Government Industrial Tribunal-cum-Labour

*Court, Nagpur* as shown in the Annexure in the Industrial dispute between the employers in relation to the management of State Bank of India and their workmen, received by the Central Government on 15/02/2012.

[No. L-12012/11/93-IR (B-I)]  
RAMESH SINGH, Desk Officer

#### ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/72/2003 Date: 18.01.2012

**Party No. 1** : The Dy. General Manager,  
State Bank of India, Zonal Office,  
Kingsway, Nagpur - 440 001.

*Versus*

**Party No. 2** : The Zonal Secretary, State Bank  
Workers Organisation, House No.  
542, Dr. Munje Marg, Congress  
Nagar, Nagpur - 440 012.

#### AWARD

(Dated: 18th January, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of State Bank of India and their workmen Shri V.S. Bhumralkar and Shri P.V. Gade, for adjudication to Central Government Industrial Tribunal-Cum-Labour Court, Jabalpur, as per letter No. L-12012/11/93-IR (B-I) dated 04.06.1993, with the following schedule:—

"Whether the action of the management of State Bank of India in inflicting the punishment of withholding of two increments on Shri V.S. Bhumralkar and P.V. Gade, is legal and justified? If not, to what relief they are entitled?"

Subsequently the reference was transferred to this Tribunal for disposal according to law.

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the Union "State Bank Workers Association", ("the Union" in short) on behalf of the two workmen, Shri V.S. Bhumralkar and Shri P.V. Gade, ("the workmen" in short) filed the statement of claim and the management of the State Bank of India ("Party No. 1" in short) filed its written statement.

The Case of the two workmen as projected by the Union in the statement of claim is that the genesis of the

dispute was a demonstration alleged to have been held by 50 or there about employees at Jalgaon Branch of State Bank of India in 1979 and in connection with the alleged demonstration, Party No. 1 suspended both the workmen alongwith Shri D.S. Joshi, Shri V.S. Naik and Shri V.M. Joshi and identical charge sheets were also issued against all of them and the two workmen were punished with stoppage of two increments with cumulative effect, pursuant to an *ex parte* enquiry and Shri V.S. Naik and Shri V.M. Joshi were also punished similarly but, the Disciplinary Authority for the Aurangabad module with the permission of the Appellate Authority dropped the charges against the said two employees and Shri Naik was also promoted as an officer soon thereafter and Shri D.S. Joshi preferred an appeal against the order of punishment and his appeal was allowed by the Appellate Authority and the punishment imposed against him was quashed and the two workmen had also preferred separate appeal against the punishment and the same did not evoke any response from the Appellate Authority and during conciliation, it came to light that as the appeals were belated, the same were not entertained and it was obligatory on the part of Party No. 1 to grant personal hearing to the workmen and the period mentioned for filing appeal is at best a directory provision and Appellate Authority could have looked into the circumstances of the case and entertained the appeal. It is further pleaded by the union that the enquiry was held *ex parte*, in gross breach of the principles of natural justice and the enquiry was fixed at Jalgaon on 20.02.1984 and as the defence representative, Shri Choudhary was sick, a phonogram was sent on 17.02.1984 to the enquiry officer intimating him about the same and a request was made to adjourn the enquiry, but the enquiry officer did not take into consideration the request for adjournment and closed the enquiry and the refusal of the enquiry officer to adjourn the enquiry amount to denial of a fair opportunity and therefore, the enquiry proceedings and punishment are vitiated. It is further pleaded by the union that one of the grounds, which persuaded the Appellate Authority to exonerate Shri D. S. Joshi, another employee involved in the alleged demonstration was that the enquiry was not fair and proper and the enquiries held against the workmen were actually second enquiries, as because, in the earlier enquiries one Shri Khan was appointed as the enquiry officer, but the enquiries came to be dropped after two sittings and initiation of a second enquiry is void *ab initio* and without any authority, in as much as such, a course is not permissible in view of the provisions of the bipartite settlement and there was absolutely no difference between the charges leveled against the five employees, but two employees of Aurangabad module were exonerated and the employee, Shri D. S. Joshi from Nagpur Branch was exonerated by the Appellate Authority and therefore, the punishment imposed against the two workmen is discriminatory and the punishment imposed against the workmen is liable to be quashed on that ground alone and

the charges leveled against the two workmen do not make out any case of misconduct and at best, the actions alleged and imputed were a legitimate exercise of the rights of the workmen as members of a Trade Union and they could not have been in law, punished for exercising such a right and the findings of the enquiry officer are perverse and are based on no evidence and the punishment imposed on the basis of such findings are therefore, liable to be quashed and the punishment imposed is shockingly disproportionate to the misconduct alleged to have been committed and the financial implication of the punishment imposed is astronomical and as such, the punishment is illegal.

The union has prayed to quash the punishment imposed against the workmen and to grant all the benefits consequent to the setting aside of the punishment.

3. the Party No. 1 in the written statement has pleaded *inter-alia* that demonstration was held by 50 to 60 employees in Jalgaon Branch of State Bank of India, on 01.06.1981 and not in 1979 as alleged in the statement of claim and the two workmen were suspended alongwith Shri D.S. Joshi, Shri V.S. Naik and Shri V.M. Joshi and all of them were charge sheeted and both the workmen were punished with stoppage of two increments with cumulative effect, after holding full and proper enquiry and the enquiry against Shri V.S. Naik and Shri V.M. Joshi of Jalgaon, Aurangabad module was dropped and Shri . D. S. Joshi from Nagpur Branch, preferred an appeal against the order of punishment and the Appellate Authority set aside the punishment imposed against Shri D. S. Joshi and both the workmen also appealed against the order of punishment, but they did not request for personal hearing and their appeals were rejected not only, on the ground of delay but also, after taking into consideration the facts and circumstances of the case and there is no bar of start a fresh inquiry, if the Disciplinary Authority for any reasons comes to the conclusion that there should be a fresh enquiry and the workmen with their defence representatives appeared and participated in the enquiry and thereafter remained absent without any intimation to the enquiry officer and the telegarm dated 17.02.1984 was not received by the enquiry officer till the start of the enquiry on 20.02.1984 and as such, the question of adjournment of the enquiry did not arise and no that ground, it cannot be said that the enquiry was vitiated and the workmen were given full opportunity to defend themselves and the punishment imposed against the workmen is not discriminatory and the Disciplinary Authority and Appellate Authority were different for the different employees and the enquiries were conducted separately at separate places and as such, it cannot be said that as the incident was common and some of the employees were exonerated, the workmen and also entitled for exoneration. It is also pleaded by the Party No. 1 that the charges made out against the workmen clearly make

out the case covered under Sastri Award and various Bipartite Settlements and particularly Sub-Clause (c), (e) & (j) of clause 4 of Paras 521 of Sastri Award and the punishment is just, proper and legal and the findings of the enquiry officer are not perverse and the punishment imposed is proportionate to the gravity of the misconduct established against them and the enquiry officer conducted the enquiry in accordance with the provisions of Bi-partite Settlements and various award and as per the provisions of law and the workmen are not entitled to any relief.

4. At this juncture, it is necessary to mention that even though this is not a case of discharge, dismissal, retrenchment or termination of the services of the workmen, still then, the validity of the departmental enquiries held against the two workmen was taken for consideration as a preliminary issue and by order dated 19.05.1995, the departmental enquiry was held to be fair.

5. During the course of argument, it was submitted by the learned advocate for the two workmen that a trade union study class was arranged at Jalgaon on 31/05/1981 and 01/06/1981 by the organization and as a part of it an illustrative lunch hour demonstration was staged before Jalgaon Branch of SBI, outside the premises, just to give the glimpse of trade union activity to the members of the union and after 2 1/2 months of the incidence of demonstration, in the middle of August 1981, the bank suspended the workmen and three others, without charge sheet, as an act of vengeance and the union challenged the order of suspensions and the CGIT No. 2, Bombay in reference number 2/32 of 1982, decided the same in favor of the union, holding the orders of suspensions were illegal and the act of the Bank was discriminatory and by way of victimization amounting to unfair labour practice and during the pendency of the reference before the Tribunal, the departmental enquiries were concluded *ex parte* against all suspended employees, by the enquiry officer, Shri A. A. Khan and the Bank was ready with the punishment orders and when the matter was brought to the notice of the Tribunal, bank had given undertaking not to inflict the punishment till the declaration of award and on the back drop of these circumstances, second enquiries were constituted only against the workmen and the same were concluded *ex parte* by the second enquiry officer, Shri D. B. Indule and plain reading of the enquiry report, reveals that the enquiry officer has submitted the findings on false ground, which has no relevance with the materials surfaced during the course of enquiry and the enquiry officer has written down some of the contents from the charge and below that he has given the name of prosecution witnesses and finally he has submitted that the charge had been proved and as such, it cannot be said that the findings of the enquiry officer are legitimate and as such the same are not tenable and it can be held that the charge has not been proved against the workmen and the findings are perverse and

out of the 12 witnesses examined by the management, the first witness, Shri Pradhan could be cross-examined and he was the main witness for the management and in his cross-examination, Shri Pradhan had unequivocally accepted that he was not knowing the workmen at that time personally and their names were told by Shri Baviskar, the leader of the recognized union, which clearly shows that the names of the workmen were selected at the instant of Shri Baviskar and there was no complaint on the record from the customer or staff members regarding misbehaviour or otherwise and Shri Pradhan has agreed that the demonstration was peaceful and outside the premises, but the enquiry officer while submitting the findings intentionally overlooked the cross-examination and submitted a false report, which was convenient to the management to fasten the guilt on the workmen and all the witnesses have stated that the demonstration was held between 2.30 to 3.00 PM and it is undisputed that 2.30 to 3.00 PM was the lunch hour of Jalgaon Branch and as management has accepted that the demonstration was not violent and the same was peaceful, the same did not amount to any misconduct and as such, the findings of the enquiry officer are not only perverse, but also, illegal and the Disciplinary Authority also accepted the illegal and perverse findings of the enquiry officer and without application of mind imposed punishment, which is shockingly disproportionate to the misconduct and the appellate authority also rejected the appeals technically and per functionally which caused prejudice to the workmen and the charges against Shri V.M. Joshi and Shri V.S. Naik were dropped and the appeal of Shri D. S. Joshi was decided in his favour by the General Manager (operation) in the capacity of Appellate Authority and out of the 5 employees, three were exonerated from the charges, whereas the workmen were punished and as such, the same is bad in law and the workmen were discriminated and or this count only, the punishment inflicted against the workman is to be set aside and the all the vice departmental enquiries were controlled by the General Manager (operation), LHO, Bombay, either in the roll of administrative head or the Appellate Authority and therefore, imposition of different punishments for identical charges are not tenable in law and the workmen are entitled for the reliefs claimed.

In support of such contentions, the learned advocate for the petitioner has relied on the decisions reported in 1983-EQ (SC)-298 (Glassco Laboratories India Ltd. Vs. Presiding Officer, Labour Court, Meerut), 1983 EQ-(SC)-0-3 (Rasiklal V. Patel Vs. Ahmadabad Municipal Corporation, (1976) LAV-IC-4-SC (Bharat Iron Works Vs. Bhagubhai B. Patel), 1993 LLJ-1148 (Management of Indian Oil Corp. Vs. Presiding Officer, Second Additional Labour Court and others) some others.

6. On the other hand, it was submitted by the learned advocate for the party no. 1 that on 01.06.1981, the

workmen along with other 50 to 60 persons blocked the main gate of Jalgaon Branch of the Bank, unauthorizedly entered into the branch, shouted slogans and distributed pamphlets, which resulted disruption of branch work and caused lot of inconvenience to the customers and when their acts were objected, they abused the manager and they also refused to comply the lawful orders of the manager of the bank to vacate the branch premises and such misconducts were enquired into the departmental enquiry and charges against the workmen were proved in a fair and legal enquiry and the punishment of stoppage of two increments with cumulative effect was imposed against them and the same was confirmed by the Appellate Authority and by order dated 19.05.1995, it has already been held that the departmental enquiry was fair and the Tribunal has no jurisdiction to decide for itself whether the charges framed against the workmen has been established to its satisfaction, but only to see that if the management was justified in coming to the conclusion and the Tribunal has no power to re-appreciate the evidence and set aside the order, on the ground of insufficiency of evidence and strict rules of evidence are not applicable to disciplinary proceeding and the Tribunal can interfere with the punishment, when it is found that the punishment is unjust, excessive, illegal or it is highly disproportionate to the misconduct or suggest victimization and as in this case, the findings of the enquiry officer are not perverse and the charges have been proved against the workmen in a properly held departmental enquiry and as the punishment is not shockingly disproportionate, there is no scope to interfere with the punishment and the workmen are not entitled for any relief.

In support of such contentions, reliance was placed by the learned advocate for the party no. 1 on the decisions reported in AIR 1974 (SC) 555 (E.P. Royappa Vs. State of Tamilnadu), 1995 (L&S) 292 (Govt. of Tamilnadu Vs. A. Rajapandian), 2005 SCC (L&C)-298 (Bharat Forge Co. LTD. Vs. Uttam), 1999 LIC 2819 (SC) (Bank of India Vs. D. Surjanarayana), 1999 SSC (L&S) 1424 (R.S. Shini Vs. State of Punjab) (SC), 2006 SSC (L&S) 1573 (SBI Vs. Ramesh Dinkar Punde), 2005 SSC (L&S) 940 (SBI Vs. Belabagchi), (2010) 2SCC (&S) 101 (Administrator UTO Dadar Vs. Gulabhai) and many others.

7. Before delving into the merit of the case, I think it necessary to mention here that on 09.03.2006, "no dispute" award had been passed in this case, due to the absence of the petitioner. However, the petitioner filed writ petition no. 4278 of 2009 before the Hon'ble High Court of Judicature of Bombay, Nagpur Bench, Nagpur challenging the award and the Hon'ble High Court by order dated 02.12.2009 was pleased to quash and set aside the award and to direct for fresh decision in accordance with law.

8. It is clear from the decisions of the Hon'ble Apex Court cited by the learned advocate for the party no. 1

that the Tribunal in exercise of review power cannot normally interfere with the punishment imposed by disciplinary/appellate authority, except where it shocks the judicial conscience in which case it can mould the relief either by directing the authority to reconsider the punishment/penalty imposed or in

exceptional cases, by itself imposing an appropriate punishment recording cogent reasons. The disciplinary authority, and on appeal, the appellate authority, being fact finding authorities have exclusive power to consider the evidence with a view to maintain discipline. They are invested with the discretion to impose appropriate punishment keeping in view the magnitude or gravity of the misconduct. The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute their own conclusion on penalty and impose some other penalty.

9. In the decision reported in 1976 LAB I.C.-4(SC) (Supra), which has been cited by the learned advocate for the petitioner, the Hon'ble Apex Court have held that:—

"(2) There is a two-fold approach to the problem and if lost sight of, it may result in some confusion. Firstly, in a case where there is no defect in procedure in the course of a domestic enquiry into the charges for misconduct against an employee, the Tribunal can interfere with an order of dismissal on one or other of the following conditions:—

(1) If there is no legal evidence at all recorded in the domestic enquiry against the concerned employee with reference to the charge or if no reasonable person can arrive at a conclusion of guilt on the charge leveled against the employee on the evidence recorded against him in the domestic enquiry. This is what is known as a perverse finding.

(2) Even if there is some legal evidence in the domestic enquiry but there is no prima facie case of guilt made out against the person charged for the offence even on the basis that the evidence so recorded is reliable. Such a case may overlap to some extent with the second part of the condition No. 1 above. A prima facie case is not as in a criminal case, a case proved to the hilt.

(3) It must be made clear in following the above principles, one or the other, as may be applicable in a particular case, the Tribunal does not sit as a court of appeal, weighing or reappreciating the evidence for itself but only examines the findings of the enquiry officer on the evidence in the domestic enquiry as it is in order to find out either whether there is a prima facie case or if the findings are perverse.

(4) Secondly, in the same case *i.e.* where there is no

failure of the principles of natural justice in the course of domestic enquiry, if the Tribunal finds that dismissal of an employee is by way of victimization of unfair labour practice, it will then have complete jurisdiction to interfere with the order of the dismissal passed in the domestic enquiry. In that event the fact that there is no violation of the principles of natural justice in the course of the domestic enquiry will absolutely lose its importance or efficacy.

(5) Whether and under what fact and circumstances a Tribunal will accept the plea of victimization against the employer will depend upon its judicial discretion."

#### AND

"On the principles of law laid down by this court even though there was no defect in the domestic enquiry the Tribunal was entitled to examine the evidence in the domestic enquiry in order to find out whether a *prima facie* case was made out or if the findings are perverse. The Tribunal was not, however, competent to reappreciate or reappraise the evidence."

In the decision reported in 1968-(SC)-0-129 (Supra), which has been cited by the learned advocate for the petitioner, the Hon'ble Apex Court have held that:—

"In this connection, reference was also made to some cases where this court has held that a finding by a domestic tribunal like an enquiry officer can be held to be perverse in those cases also where the finding arrived at by the domestic Tribunal is one at which, no reasonable person could have arrived on the material before the Tribunal. Thus, there two cases where the findings of a domestic Tribunal like the enquiry officer dealing with disciplinary proceedings against a workman can be interfered with, and these two are cases in which the findings are not based on legal evidence or are such as no reasonable person could have arrived at on the basis of the materials before the Tribunal. In each of these cases, the findings are treated as perverse."

In the decision reported in 1993 L.L.J.-1148 (Supra), the Hon'ble Court have held that:—

"Disciplinary proceedings-Misconduct-Charge against a number of workman-Identical evidence—Different punishment cannot be meted out to different workman."

So, keeping in view the principles enunciated by the Hon'ble Courts in the decisions cited by the learned advocates for the parties, the present case in hand is to be considered.

10. During the course of the argument and so also in the written notes of argument, the learned advocate for the petitioner made submissions in regard to the validity of the departmental enquiry. At the cost of repetition, it is to be mentioned here that as in this case the departmental enquiry has already been held to be fair, as per order dated 19.05.1995, such submissions cannot be considered again.

11. So far the contention raised by the learned advocate for the petitioner that even if the allegations leveled in the charge sheets are accepted to be correct for the sake of argument, yet no misconduct is made out, as because, the demonstration was staged outside the premises of Jalgaon Branch of SBI, as an illustrative lunch hour demonstration has no force at all, as because, in the statement of claim, no pleading was made that the demonstration was staged outside the premises of Jalgaon Branch of SBI as an illustrative lunch hour demonstration. Moreover, it is clear from the evidence adduced in the departmental enquiry that the two workmen along with some others entered into the premises of the Bank, gave slogans, distributed pamphlets and they also entered into the Banking hall and caused disruption in the Bank's business and when Shri Manglik and Shri Gurav, the officers of the Bank requested the workmen and others to leave the Bank's premises, they did not leave the place and made arguments and showed arrogant behaviour.

On perusal of the evidence adduced in the departmental enquiry, it is found that this is not a case where the findings of the enquiry officer are based on no legal evidence or a case of the nature, where no reasonable person could have arrived at the conclusions on the basis of the materials before the Tribunal. Hence, the findings of the enquiry officer cannot be said to be perverse.

It is also found that the misconducts committed by the workmen is coming under the definition of gross misconduct as given in para 521(4), (c), (e) & (J) of the Sastrai Award, as mentioned by the party no. 1 in the written statement. The misconduct committed by the workmen cannot be said to be legitimate exercise of the rights of the employees.

12. Admittedly, the two workmen along with Shri D.S. Joshi from Nagpur branch and Shri V.S. Naik and Shri V.M. Joshi from Jalgaon Branch were charge sheeted for their involvement in commission of the alleged misconduct and the enquiry against V.S. Naik and V.M. Joshi of Aurangabad module was dropped and the punishment imposed against Shri D.S. Joshi was set aside by the appellate authority. The order passed by the appellate authority on the appeal of Shri D.S. Joshi have been filed on record. On perusal of the said order it is found that the appellate authority set aside the order of punishment on the ground of non-examination of the most important witness Shri M.S. Pradhan. Shri M.S. Pradhan has been examined as a witness for the management in the departmental enquiries held against the workmen. Hence,

it cannot be said that the evidence adduced against the workmen in the departmental enquiries was identical to the evidence adduced against Shri D.S. Joshi. Hence, with respect, I am of the view that the judgment reported in 1993 LLJ 1148 (Supra) has no application to the present case at hand.

13. On perusal of the materials on record, it is found that the punishment imposed against the two workmen is not shockingly disproportionate to the serious misconduct proved against them in properly held departmental enquiries. Hence, there is no scope to interfere with the punishment imposed against the workmen. Hence, it is ordered:—

### ORDER

The action of the management of State Bank of India in inflicting the punishment of withholding to two increments on Shri V.S. Bhumralkar and P.V. Gade, is legal and justified. The workmen are not entitled for any relief.

J.P.CHAND, Presiding Officer

नई दिल्ली, 17 फरवरी, 2012

का० आ० 1011.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोलकाता पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियाजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकाण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 36/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.01.2012 को प्राप्त हुआ था

[सं० एल-32011/9/2004-आई आर (बी-II)]  
शीश राम, अनुभाग अधिकारी

New Delhi, the 17th February, 2012

S.O. 1011.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. 36/2004) of the Central Government Industrial Tribunal/Labour Court, **KOLKATA** now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **KOLKATA PORT TRUST** and their workman, which was received by the Central Government on 19/01/2012.

[No. L-32011/9/2004-IR(B-II)]  
SHEESH RAM, Section Officer

### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 36 of 2004

Parties : Employers in relation to the management of Kolkata Port Trust

AND

Their workmen

## PRESENT:

Justice Manik Mohan Sarkar, Presiding Officer

## APPEARANCE:

On behalf of the Management	: Mr. M.K. Das, Industrial Relations Officer.
On behalf of the Workmen	: Mr. Gostha Gopal Roy, the workman concerned in person.

State: West Bengal Industry: Port &amp; Dock

Dated: 3rd January, 2012.

## AWARD

By Order No. L-32011/9/2004-IR(B-II) dated 27.09.2004 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

*"Whether the action of the management of Kolkata Port Trust in denying upgradation of pay of Shri Gostha Gopal Roy, Clerk (UDS) of Traffic Department, KOPT to the pay scale of Rs. 5500-11380 from 02.08.2000 is legal and justified? If not, what relief the concerned workman is entitled to?"*

2. The workmen union in its written statement of claim has stated that the workman, Gostha Gopal Roy was appointed under the management of Kolkata Port Trust on 27th January, 1976 in the scale of pay of Rs. 4640-9500 (revised) and that after couple of years' service his pay was upgraded to the scale of Rs. 5000-10850 (revised) on and from 07.05.1980. Subsequently the workman was brought back in the former scale of pay of Rs. 4640-9500 on and from 05.03.1993 without assigning any reason though the workman enjoyed the pay scale of Rs. 5000-10850 during the period from 07.05.1980 to 14.03.1993. It is further stated that in terms of clause 31 of the wage settlement arrived on 02.08.2000 between the management of Major Port Trusts and labour unions, the employees were entitled to get benefit of Assured Career Progression (ACP) Scheme with effect from 02.08.2000. Accordingly, the workman claimed for ACP benefit which was not acceded to by the management Port Trust. However, the workman submitted that after introduction of the ACP Scheme, the workman was allowed only one upgradation of pay scale under the scheme though he was to get two upgradations having completed more than 24 years of service in the same scale (Revised scale of Rs. 5000-10,850) without regular promotion. In the conciliation proceeding the representative of the management submitted that in course of his initial posting at Haldia, he was promoted in

1980 and it continued in the said promotional post for more than 12 years and so he was allowed only one ACP with effect from 02.08.2000 as per rules. It is further claimed by the workman that if the management representative made submission of same fact, then the workman concerned should have been allowed to continue in the pay scale of Rs. 5000-10850 till 01.08.2000 or prior to the implementation of the ACP Scheme from 02.08.2000. It is further stated that since ACP Scheme means upgradation of pay scale from the existing one, the claim of the workman for upgradation should be considered from the pay scale of Rs. 5000-10850 and he should be given with the pay scale of Rs. 5500-11380 with effect from 02.08.2000. It is further claimed that the representative of the management stated that he was already allowed two ACP upgradations and so no question of further upgradation is there as per rules and the Applicant was asked to go to Haldia. So the workman brought the matter of such denial, to the notice of the union which tried to settle the issue through local avenues and when it also failed to get any amicable settlement, the union took up the matter with the conciliation machinery which tried its best to settle the dispute amicably and that as the dispute could not be settled due to adamant attitude of the management thus ending in failure before the Conciliation Officer, the matter was referred to this Tribunal for decision.

3. In their written statement of reply, management of Kolkata Port submitted that the workman, Gostha Gopal Roy was appointed as Puncher-cum-Verifier in the Electronic Data Processing (EDP) Unit of Haldia Dock Complex on 27.01.1976 with the revised pay scale of Rs. 4640-9500 and was subsequently promoted to the post of Machine Operator with effect from 07.05.1980 with the pay scale of Rs. 5000-10850. Subsequently in the year 1991, the EDP unit at Haldia Dock Complex was closed down and the concerned personnel attached to the said unit had no work to perform and when the suitable redeployment of the workers was under consideration, Shri Gostha Gopal Roy (workman) alongwith three others holding the post of Puncher-cum-Verifier sitting idle at that time, applied for their transfer to any department under Kolkata Dock System foregoing their seniority and on the basis of their such appeal, those workers were transferred to Traffic Department of Kolkata Dock System as Lower Division Clerks with pay protection since the scale of pay of Lower Division Clerk was lower than the scale of pay held by them at Haldia Dock Complex. After joining in the Traffic Department of KDS (Kolkata Dock System), these workers including the present workman made representation before the management for scale protection and the Calcutta Port Shramik Union took up the issue on their behalf with the administration which subsequently turned down the representation of the workmen and at that time, the administration, in consideration of the financial loss of these workmen, suggested them to go back to

Haldia Dock Complex where they would be able to continue in their existing pay scale there, but the workman concerned alongwith other workers did not opt to go back to Haldia Dock Complex and continued to make representations before the Kolkata Port Trust Administration and in consideration thereof the management considered them to be adjusted against vacancy of Upper Division Clerk in such a way so that they become junior-most in the cadre of U.D. Clearks and thus their transfer to the Traffic Department from Haldia Dock Complex stood modified to the extent that their transfer would be to the post of Upper Division Clerk with pay protection. The management has described the promotional hierarchy of clerical posts in the Traffic Department of KDS in paragraph 7 of their written statement keeping the post of Lower Division Clerk at the bottom, an upward hierarchy thereafter was mentioned as UDC, UD(Selection Grade) Clerk, Head Clerk and Office Superintendent in different scales of pay having gradual higher scale as per hierarchy. It is further submitted that the workman who was then holding the post of U.D. Cleark in the scale of Rs. 4640-9500 became eligible for his second upgradtion to the next higher scale of Rs. 5000-10850 taking into consideration his total length of service under the Port Trust. In accordance with the promotional avenue in the Traffic Department, the workman, Gostha Gopal Roy became eligible to the normal promotion to the post of Upper Division (Selection Grade) Clerk in the scale of pay of Rs. 5000-10850 and was accordingly adjusted to the same with effect from 01.07.2002 and again promoted to the post of Head Goods Clerk in the scale of Rs. 5500-11380. The National Union of Waterfront Workmen(I) wrote a letter to the Traffic Manager on 06.03.2003 over the alleged denial of benefit under ACP Scheme to the present workman and subsequently raised an industrial dispute before the conciliation machinery, but the union did not take into consideration that the ACP Scheme as laid down in the memorandum of settlement provided for financial upgradtion in the next higher grade in accordance with the existing hierarchy in a particular cadre/group of posts and in the case of the workman, such claim should confine to the clerical cadre of the Traffic Department. The management claimed that on being promoted to the post of Head Goods Clerk with effect from 08.04.2004 the workman lost the position of workman as defined in Section 2(s) of the Industrial Disputes Act, 1947 on the ground that he performed supervisory nature of work and was in receipt of wages exceeding Rs. 1600 per month.

4. A rejoinder was filed by the workmen union reiterating the story as made in the written statement of claim followed by denial para-wise made in the written statement of reply by the management.

5. Now in view of the issue in the schedule in the order of reference, it is to be seen in the present reference whether the workman, Gostha Gopal Roy was entitled to get upgradation of pay in the pay scale of Rs. 5500-11380

with effect from 02.08.2000. Fact remains that the workman joined in the service of the managment as Puncher-cum-Verifier on 27.01.1976 in the pay scale of Rs. 4640-9500 and though the upgradation to pay scale of Rs. 5000-10850 with effect from 07.05.1980 has been admitted by the workman concerned, the management side defined that upgradation in the nature of promotion of the workman to the post of Machine Operator from the date. The workman expressed his innocence about his bringing back to the initial pay scale of Rs. 4640-9500 on and from 15.03.1993 which was without assigning any reason from the side of the management. On the other hand, the management side explained that situation by stating that such reversion to the initial pay scale was due to posting of the workman as Lower Division Clerk in the Traffic Department of the Kolkata Dock System in the said pay scale and that the said posting of the workman as Lower Division Clerk was done on the representation made in that behalf by the workman himself on his own volition consenting to the loss of seniority he has already earned in the Electronic Data Processing (EDP) Unit at Haldia Dock Complex. Such representation by the workman was made when the EDP Unit at Haldia Dock Complex was closed down in the year 1991 and the workman alongwith other employees in that unit remained without any work.

6. The workman, Gostha Gopal Roy claimed that since he was already provided with the pay scale of Rs. 5000-10850 with effect from 07.05.1980 on upgradation, he should have been given upgradation under ACP Scheme to the scale of pay of Rs. 5500-11380 with effect from 02.08.2000. Astonishingly it is found that the workman concerned completely suppressed about his posting as Lower Division Clerk in the Traffic Dekpartment of Kolkata Dock System and that such posting was made on his own representation expressing his consent by loosing seniority he earned during his attachment with the EDP Unit at Haldia Dock Complex. But, in his rejoinder the workman concerned has categorically admitted that sometimes in 1991 when the EDP Unit of Haldia Dock Complex became inoperative and closed down as per administrative decision, the workman alongwith others of EDP Unit were idling at Haldia Dock Complex and then they applied to the Chairman of the Kolkata Port Trust for their transfer to KDS for proper utilization of their skilled service in any department of KDS and the workman was also ready to forego his seniority in the Haldia Dock Complex but would retain his pay protection and pay scale though he defined his joining at the Traffic Manager's Office in the Kolkata Port Trust on and from 15.03.1993 in his own way when continued to work as Machine Operator there drawing the pay in the same pay scale which he was enjoying before coming to the Traffic Department and rather he denied the claim of the management that his transfer to Kolkata Dock System as Lower Division Cleark was with pay protection. He also claimed in his rejoinder that his pay and pay scale

was subsequently reduced to Rs. 4300-8120 (revised) after his transfer to Kolkata Dock System from Haldia Dock Complex. However, the workman has further claimed that when his pay scale was reduced to the pay scale of L.D. Clerk with a partial pay protection, he made an appeal to the Chairman on 01.12.1993 and requested to allow his to continue in the pay-scale of Machine Operator which he was enjoying before his transfer to Kolkata Dock System, though such appeal was not considered by the management and directed him to go back to Haldia Dock Complex to enjoy the earlier pay scale of Machine Operator pending adjustment against suitable vacancy. When the workman, Shri Roy was preparing himself to go back to Haldia, the transfer order in his name to Haldia was directed to be kept pending for the time being. But the workman subsequently admitted that on his appeal on 28.02.1995 he was adjusted against the vacancy of Upper Division Clerk in the Kolkata Dock System and his pay was adjusted in the pay scale of U.D. Clerk being Rs. 4640-9500 or rather in the same pay scale in which he was appointed on 27.01.1976 even though it was lower than the pay scale of Rs. 5000-10850 in which he was working at Haldia Dock Complex till before his transfer to KDS and that he was adjusted to the pay scale of Rs. 5000-10850 with effect from 02.08.2000 on implementation of the ACP Scheme.

7. In course of his cross-examination as WW-01, the workman, Gostha Gopal Roy has admitted that on the date of his cross-examination he was posted as Head Goods Clerk under the Traffic Department since 2004 in the pay scale of Rs. 5500-11380. He also admitted that on his transfer to Kolkata Dock System, he was ultimately adjusted as U.D. Clerk though feeder post to U.D. Clerk was Lower Division Clerk and that in the year 2002 he was promoted to the post of Selection Grade Upper Division Clerk. Thereby it is revealed that the workman concerned first got a promotion as Machine Operator in the pay scale of Rs. 5000-10850 in course of his posting in the EDP Unit at Haldia Dock Complex. It is also found that his transfer from Haldia Dock Complex to Kolkata Dock System was on his own volition after closure of the EDP Unit at Haldia Dock Complex and on his remaining idle for the time being and for better utilization of his skill at any post at Kolkata Dock System. It is also found from the respective parties case that in the year 1993 he was transferred to the post of Lower Division Clerk in the Traffic Department of the Kolkata Dock System as equivalent post of Machine Operator was not available at Kolkata Dock System as per submission from the side of the management and the workman concerned accepted that transfer and joined as L.D. Clerk at K.D.S. Further, it is found that on his appeal he was given with the pay protection as well as he was placed in the post of Upper Division Clerk to compensate him the loss of seniority in the previous posting in a higher scale. Though it is claimed by the management that the workman concerned was placed in the post of Upper

Division Clerk which is a promotional post from the feeder post of L.D. Clerk that cannot be treated as an act of promotion in the case of the workman since that upgradation was made to protect the workman concerned in respect of his previous position and pay scale. But, it is also found that the workman concerned was promoted to the post of Upper Division (Selection Grade) Clerk with effect from 02.08.2002 and that he was subsequently upgraded to the post of Head Goods Clerk which the workman admitted as was doing the said job on the date of his deposition in the present reference.

8. ACP Scheme in the Kolkata Port Trust on and from 02.08.2000, provided two upgradations under ACP Scheme in the service career provided the employee does not get any promotion during the period of the said upgradation. It is fact that on the date of introduction of ACP Scheme in the Kolkata Port Trust the workman concerned already worked for 24 years and naturally he took the opportunity of being considered for the ACP with effect from 02.08.2000, Management side has stated that he was upgraded to the higher scale of Rs. 5000-10850 with effect from 02.08.2000 under the ACP Scheme when such scheme was introduced with effect from that date and the workman concerned claimed that he was promoted to the post of Upper Division (Selection Grade) Clerk in the year 2002.

9. The principle of ACP Scheme is the upgradation of an employees from the existing scale he was enjoying to the next higher scale and not to the more higher scale by passing the next higher scale in the hierarchy. Admittedly, the workman concerned was doing clerical job in the Traffic Department on his transfer as per his own seeking and before 02.08.2000 he was enjoying the pay scale of Rs. 4640-9500 and if upgradation under ACP Scheme is to be entertained it will become Rs. 5000-10850 which was allowed to the workman concerned with effect from 02.08.2000.

10. It is also admitted that the workman concerned was promoted to the post of Head Goods Clerk in the year 2004 in the pay scale of Rs. 5500-11380. But the workman claimed that such scale he was to get by way of upgradation of pay scale under ACP Scheme with effect from 02.08.2000. But, since the workman concerned was placed in the pay scale of Rs. 4640-9500 immediately before the date 02.08.2000, his natural claim of upgradation would be in the pay scale of Rs. 5000-10850 and not to the pay scale of Rs. 5500-11380. The second upgradation which the workman was to get under ACP Scheme as per his service career would be on and from 02.08.2000 or from the date of introduction of the ACP Scheme in the Kolkata Port Trust and that was considered by the management of Kolkata Port Trust by placing him in the pay scale of Rs. 5000-10850 though the workman was receiving the said pay scale with effect from 07.05.1980 during his posting in the

EDP Unit of Haldia Dock Complex, but that plea cannot be entertained here to consider the workman to be upgraded to the pay scale of Rs. 5500-11380 with effect from 02.08.2000 since the workman concerned had foregone the benefit of the said pay scale and seniority he earned during his posting in the Haldia Dock Complex at its EDP Unit and he joined in the Traffic Department of the Kolkata Dock System in some inferior post with lower pay scale of Rs. 4640-9500 (which he was getting at the initial stage of his joining the post of Puncher-cum-Verifier at the EDP Unit of Haldia Dock Complex).

11. In view of all the discussions made above, I am of the view that the claim of the workman concerned for upgradation to the pay scale of Rs. 5500-11380 with effect from 02.08.2000 cannot be entertained and refusal from the side of the management of Kolkata Port Trust for such upgradation with effect from that date is found to be legally done and justified. So, the workman concerned is not entitled to any relief as prayed for.

MANIK MOHAN SARKAR JUSTICE, Presiding Officer

The 3rd January, 2012

नई दिल्ली, 17 फरवरी, 2012

कां आ० 1012.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार भैसर्स अब्दुल करीम स्टोन कान्ट्रेक्टर माईन आनर लाईम स्टोन माईन्स कोटा के प्रबंध तंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय कोटा के पंचाट (संदर्भ संख्या 02/2005) को प्रकाशित करती है जो केंद्रीय सरकार को 17/2/2012 को प्राप्त हुआ था

[सं० एल-29012/57/2003-आई आर (एम)]  
जोहन तोपनो, अवर सचिव।

New Delhi, the 17<sup>th</sup> February, 2012

S.O. 1012.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 02/2005) of the Central Government Industrial Tribunal/Labour Court Kota now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Abdul Karim Stone Contractor, Mine Owner, Lime stone Mines (Kota) and their workman, which was received by the Central Government on 17/02/2012.

[No. L-29012/57/2003-IR (M)]  
JOHAN TOPNO, Under Secretary

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण, कोटा/केंद्रीय/कोटा/राज०

पीठासीन अधिकारी- श्री प्रकाश चन्द्र पगारीया, आ० एच० ज० एस०

निर्देश प्रकरण क्रमांक: औ० न्या०/केन्द्रीय/-2/2005

दिनांक स्थापित: 6/9/05

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश संख्या एल०-29012/57/2003 (आईआरएम) दि० 27/2/04

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

मोहम्मद हनीफ पुत्र श्री मोहम्मद शफीक

निवासी मकान नं० 6-एच-30, विज्ञान नगर विस्तार योजना, कोटा/राज०/

—प्रार्थी नियोजक

एवं

मै० अब्दुल करीम स्टोन कॉन्ट्रैक्टर, माईन आ० नर, लाईम स्टोन माईन्स, मोड़क स्टेशन, कोटा/राज०/

—प्रार्थी श्रमिक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि : श्री नरेन्द्रसिंह चौधरी

अप्रार्थी नियोजक की ओर से प्रतिनिधि : श्री राजवीर शर्मा

अधिनिर्णय

दिनांक: 16/12/11

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के उक्त प्रासंगिक आदेश/अधिसूचना दि० 27/2/04 के जरिये निम्न निर्देश/विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त “अधिनियम” से सम्बोधित किया जावेगा) की धारा 10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:-

“Whether the contention of the claimant Sh. Mohd. Hanif S/o Mohd. Shafik that he was worked as Driver in the Kukra Mines of M/s Abdul Karim Stone Contractor, Morak Station from 1/1/1984 to 6/6/2003 is correct? If yes, whether the action of the management in terminating the service of the claimant w.e.f. (6/6/2003 is legal & justified? If not, to what relief the claimant is entitled to and from which date?”

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना/नोटिस विधिवत जारी कर अवगत करवाया गया।

3. प्रार्थी की ओर से क्लोम स्टेटमेन्ट प्रस्तुत कर संक्षिप्त अभिकथन किया गया कि वह अप्रार्थी के यहां 1/1/84 से ड्राइवर के पद पर

2000/- रु० प्र० माह वेतन पर कार्यरत था, किन्तु उसे दो माह का वेतन जो नहीं दिया गया था, की मांग करने पर दि० 4/6/03 को मौखिक आदेश से हटा दिया गया। इस प्रकार उसे 1/1/84 से 3/6/03 तक लगातार अप्रार्थी के यहां कार्य किया, किन्तु बिना नोटिस अथवा नोटिस वेतन व क्षतिपूर्ति भला दिये मौखिक आदेश से हटा दिया जो अधिनियम की धारा 25-एक के विपरीत है। प्रार्थी का कार्य स्थायी प्रकृति का है तथा आज भी अप्रार्थी प्रार्थी की जगह नया ड्राइवर रखकर कार्य करवा रहा है जो अधिनियम की धारा 25-एच के विपरीत है। अन्त में व्लेम के माध्यम से पिछले सम्पूर्ण वेतन व सेवा की निरन्तरता सहित सेवा में बहाली के अनुतोष की मांग की है जो अप्रार्थी से दिलवायी जावे।

4. अप्रार्थी की ओर से उक्त व्लेम का जवाब प्रस्तुत कर यह अधिकथन किया गया है कि उनके द्वारा प्रार्थी को 1/1/84 से ना तो ड्राइवर के पद पर नियुक्त किया गया एवं ना ही उसका वेतन 2000/- रु० मासिक था, ना वह ऐसी योग्यता धारित करता था। यह कहना भी गलत है कि उसने 1/1/84 से 3/6/03 तक निरन्तर अप्रार्थी के यहां कार्य किया। वास्तविकता यह है कि वह स्वयं स्वेच्छा से नैकरी छोड़कर चला गया इस कारण अधिनियम के प्रावधानों की पालना का कोई प्रश्न ही नहीं था। अन्त में जवाब के माध्यम से प्रार्थी का व्लेम निराधार होने से सव्यय निरस्त किये जाने की प्रार्थना की।

5. पत्रावली के अवलोकन से प्रकट होता है कि दि० 25/7/08 के बाद से पत्रावली साक्ष्य प्रार्थी हेतु नियत की जाती रही है एवं 29/4/09 को प्रार्थी का स्वयं का शपथ-पत्र पेश हुआ एवं उसके बाद से आज दिन तक लगातार करीबन 8-9 सुनवाई तिथियों से पत्रावली प्रार्थी की जिरह हेतु नियत की जाती रही है परन्तु प्रार्थी उपस्थित नहीं आया। इस प्रकार करीबन पौने तीन वर्ष से मामला प्रार्थी की जिरह हेतु नियत किया जाता रहा है। आज भी प्रार्थी के उपस्थित नहीं आने बाबत उसके प्रतिनिधि ने कोई कारण प्रकट नहीं किया, अतः पौने तीन वर्ष की अवधि जिरह हेतु दिये जाने व करीबन साढ़े तीन वर्ष की अवधि साक्ष्य हेतु दिये जाने के बावजूद भी प्रार्थी द्वारा जिरह हेतु उपस्थित नहीं होने से अब और अवसर दिये जाने का कोई औचित्य नहीं है एवं प्रार्थी का जिरह का अधिकार बन्द किया गया एवं अब कानूनन प्रार्थी का शपथ-पत्र साक्ष्य में पढ़े जाने योग्य नहीं होगा। अप्रार्थी के प्रतिनिधि भी प्रार्थी की साक्ष्य के अभाव में कोई साक्ष्य पेश नहीं करना चाहते हैं एवं उन्होंने भी अपनी साक्ष्य बन्द की।

6. इसके पश्चात उभयपक्ष को सुना गया। चूंकि इस मामले में प्रार्थी को अपने व्लेम स्टेटमेन्ट में वर्णित तथ्यों को साक्ष्य से साबित करना था एवं इस हेतु उसका जो स्वयं का शपथ-पत्र पेश किया वह जिरह के अध्यक्ष में कानूनन पढ़ने योग्य नहीं है, अतः एक प्रकार से कहा जा सकता है कि प्रार्थी अपने व्लेम स्टेटमेन्ट में वर्णित तथ्यों को किसी भी प्रकार से साक्ष्य से साबित करने में विफल रहा है। अतः इन परिस्थितियों में प्रार्थी अब किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी नहीं बनता है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश/अधिसूचना सं० एल-29012/57/2003 (आईआरएम) दि० 27/2/04 के जरिये संप्रेषित निर्देश के सम्बन्ध में प्रार्थी श्रमिक द्वारा

व्लेम स्टेटमेन्ट के समर्थन में कोई साक्ष्य पेश नहीं करने तथा मामले को साबित करने में विफल रहने से वह कोई अनुतोष प्राप्त करने का अधिकारी नहीं है, अतः इसी अनुरूप उत्तरित किया जाता है।

प्रकाश चन्द्र पगारीया, न्यायधीश

नई दिल्ली, 17 फरवरी, 2012

का० आ० 1013.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मसूद अहमद पुत्र श्री सुल्तान अहमद लाईम स्टोन खदान मालिक रामगंज मण्डी जिला कोटा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय कोटा के पंचाट (संदर्भ संख्या 15/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/2/2012 को प्राप्त हुआ था।

[सं० एल-29011/48/2001-आईआरएम]

जोहन तोपनो, अवर सचिव

New Delhi, the 17th February, 2012

S.O. 1013.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/2001) of the Central Government Industrial Tribunal/Labour Court Kota now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Masoud Ahmed Stone Contractor, Mine Owner, Lime stone Mines (Kota) and their workman, which was received by the Central Government on 17/02/2012.

[No. L-29011/48/2000-IR(M)]  
JOHAN TOPNO, Under Secretary

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण, कोटा/केन्द्रीय/कोटा/राज्य/  
पीटासीन अधिकारी-श्री प्रकाश चन्द्र पगारीया, आस्पद्धज्ञेष्ठस्

निर्देश प्रकरण प्रमांक : औन्या०/केन्द्रीय/-15/01

दिनांक

स्थापित: 6/7/01

प्रसंग

: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश संख्या एल०-29011/48/2001 आईआरएम दि० 18/6/01

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

जनरल सेक्रेट्री, राष्ट्रीय मजदूर संघ (इन्टक)  
रामगंज मण्डी, जिला कोटा।

—प्रार्थी श्रमिक यूनियन

एवं

मसूद अहमद पुत्र सुल्तान अहमद; लाईम स्टोन खदान मालिक, रामगंज मण्डी, जिला कोटा।

—अप्रार्थी नियोजक

## उपस्थित

प्रार्थी श्रमिक यूनियन की ओर से

:- कोई उपर्युक्त नहीं

अप्रार्थी नियोजक की ओर से

:- कोई उपर्युक्त नहीं

अधिनिर्णय

दिनांक: 7/12/11

## अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के उक्त प्रासंगिक आदेश दिं 18/6/01 के जरिये निम्न निर्देश/विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:—

"क्या राष्ट्रीय मजदूर संघ (इन्टक) रामगंज मण्डी द्वारा प्रबन्धन श्री मसूद अहमद पुत्र सुल्तान अख्तर लाईम स्टोन खदान मालिक रामगंज मण्डी जिला कोटा (राज.) से उसकी खान में कार्यरत कर्मकारों के लिए वित्तीय वर्ष 1999-2000 के लिए 20% बोनस भुगतान करने की मांग उचित एवं न्यायसंगत है? यदि हां, तो संबंधित कर्मकार कितने प्रतिशत बोनस भुगतान के हकदार हैं?

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना/नोटिस विधिवत जारी कर अवगत करवाया गया।

3. प्रार्थीगण श्रमिक यूनियन राष्ट्रीय मजदूर संघ (इन्टक) रामगंज मण्डी जिला कोटा द्वारा अप्रार्थी के यहां कार्यरत श्रमिकों के सम्बन्ध में क्लेम स्टेटमेन्ट प्रस्तुत कर संक्षिप्त: यह अधिकथन किया गया है कि अप्रार्थी संस्थान में कार्यरत श्रमिकों के लिए वित्तीय वर्ष 1999-2000 के लिए 20% बोनस की दर से दीपावली 2000 से पूर्व अप्रार्थी से भुगतान किये जाने बावजूद एक मांग-पत्र प्रार्थी यूनियन ने दिया था, किन्तु अप्रार्थी ने संस्थान में लगातार हानि बताकर बोनस भुगतान नहीं किया जो सही नहीं है। अप्रार्थी संस्थान में आशा से अधिक उत्पादन होकर लाभ कमाया है। अतः क्लेम स्टेटमेन्ट के माध्यम से उक्त दर से उक्त वित्तीय वर्ष के लिए बोनस राशि व्याज सहित दिलाये जाने के अनुतोष की मांग की गयी।

4. अप्रार्थी संस्थान की ओर से उक्त क्लेम का जवाब प्रस्तुत कर प्रतिवाद किया गया है कि संस्थान 1999-2000 में घाटे में रहा है तथा इससे पूर्व में भी लगातार 4-5 वर्ष से घाटे में चल रहा है जिसकी जानकारी श्रमिकगण को है इसके बावजूद भी गलत तथ्यों पर आधारित यह कार्यवाही की गयी है अतः जवाब के माध्यम से क्लेम स्टेटमेन्ट प्रार्थीगण श्रमिक खारिज किये जाने का निवेदन किया गया।

5. आज प्रकरण में प्रार्थी यूनियन के कोई प्रतिनिधि उपस्थित नहीं आये। अप्रार्थी की ओर से भी कोई उपस्थित नहीं है। कई बार आवाज लगायी गयी परन्तु उपयोग की ओर से ना तो कोई व्यक्ति उपस्थित आया व ना ही उनके कोई विधिक प्रतिनिधि उपस्थित आये। आदेशिका दिं 23/11/10 के अनुसार भी पक्षकारों के कोई प्रतिनिधि उपस्थित नहीं थे। इसके बाद दिं 26/4/11 व 4/8/11 को न्यायिक कार्य का बहिष्कार होने से कोई उपस्थित नहीं आया। आदेशिका दिं 16/4/08 के अनुसार प्रार्थी की ओर से साक्ष्य पेश करने हेतु अवसर चाहा गया। उसके बाद से अब तक मामला साक्ष्य प्रार्थीगण में चल रहा है। जहां पक्षकार या उनके प्रतिनिधि उपस्थित नहीं आ रहे हैं तो न्यायाधिकरण अपनी स्वप्रेरणा से या स्वयं की पहल पर मामले को अनिश्चितकाल तक लम्बित नहीं रख सकता। अतः इन परिस्थितियों में साक्ष्य प्रार्थी बन्द की गयी। अप्रार्थी की ओर से भी कोई उपस्थित नहीं आने से उनकी साक्ष्य बन्द की गयी। इस प्रकार मामले में प्रार्थीगण व अप्रार्थी, दोनों की ओर से कोई साक्ष्य पेश नहीं हुई है।

6. चूंकि प्रार्थीगण श्रमिक को अपने क्लेम स्टेटमेन्ट के समर्थन में साक्ष्य पेश कर उसमें वर्णित तथ्यों को साक्ष्य से साबित करना था परन्तु कोई साक्ष्य पेश नहीं हुई, अतः इतना ही कहना पर्याप्त है कि वे क्लेम स्टेटमेन्ट के समर्थन में कोई साक्ष्य पेश नहीं किये जाने से हस्तगत निर्देश में कोई अनुतोष प्राप्त करने के अधिकारी नहीं बनते हैं। अतः निर्देश नकारात्मक रूप से उत्तरित होने योग्य है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा आदेश/अधिसूचना सं. एल-29011/48/2001 आईआर(एम) दिं 18/6/01 के जरिये सम्प्रेषित निर्देश के सम्बन्ध में प्रार्थीगण द्वारा क्लेम स्टेटमेन्ट के समर्थन में कोई साक्ष्य पेश नहीं करने तथा मामले को साबित करने में विफल रहने से कोई अनुतोष प्राप्त करने का अधिकारी नहीं है, अतः इसी अनुसूप उत्तरित किया जाता है।

प्रकाश चन्द्र पगारीया, न्यायाधीश  
[औद्योगिक न्यायाधिकरण, कोटा/केन्द्रीय/कोटा(राज.)]